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C-NO-2280

GROUP I.

PART II (WITH APPENDIX).

Volume II.

APPEAL FROM ORIGINAL DECREE

No. 25 of 1936.

—:o:—

(24-PERGANAS).

—:o:—

FROM A DECISION OF

NIKUNJA BEHARI BANERJEE, ESQ.,

3rd Additional Subordinate Judge, 24-Perganas,

Dated the 13th June, 1935.

—:o:—

MAHMUDA BIBI *alias* MOHENUDA BIBI (*One of the plaintiffs*) ... *Appellant,*

versus

IFFAT ARA HAMIDI BEGUM AND OTHERS (*Defendants and the other plaintiffs*) ... ... *Respondents.*

—:o:—

For Appellant——Mr. Anurba Charan Mukherji and
Mr. Rashidul Hasan.

For Respondents—Mr. Provas Chandra Basu,
Mr. Rakhal Chandra Bose,
Mr. Amiruddin Ahmed and
Mr. Kshetra Mohan Chatterjee.

—:o:—

Date of institution of suit——The 30th January, 1931.
Date of the Lower Court's Judgment——The 13th June, 1935.
Date on which the appeal was presented—The 26th November, 1935.
Date on which the appeal was decided——The
Date on which the decree was signed——The

—:o:—

NOTE:—This appeal is analogous to A. O. D. Nos. 239 of 1935 and 26 of 1936.

Translated by—Mr. Narendra Nath Mitter, *Advocate.*

Translations examined by—Mr. Satindra Chandra Khasnovis,
Mr. S. C. Munsi and Mr. Md. Quasim.

—:o:—

Edited by:— Mr. N. C. Ghose Chaudhuri.

Proofs examined by:—Mr. A. J. Brown and Mr. M. Bose.

CALCUTTA

Printed by SYED AHMED RAZA at Habibullah Press, Calcutta.

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Z,831 2280
·G5·2
Banerjee, Nikunja Behari
Appeal from original decree No. 25 of 1936.

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2280

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PART II.

Volume II.

APPEAL FROM ORIGINAL DECREE

No. 25 of 1936.

MAHMUDA BIBI *alias* MOHENUDA BIBI (*One of the plaintiffs*) *Appellant,*

versus

IFFAT ARA HAMIDI BEGUM AND OTHERS (*Defendants and other plaintiffs*) ... ... *Respondents.*

Ext. 2—Certified copy of order of the Hon'ble High Court in Suit No. 1515 of 1918.

High Court Original Side.

4th September, 1929.

Suit No. 1515 of 1918.

In the High Court of Judicature of Fort William in Bengal.

(Ordinary Original Civil Jurisdiction).

George V., by the Grace of God of Great Britain, Ireland and the British Dominions beyond the seas, King, Defender of the Faith, Emperor of India.

Plaintiffs' Exhibit.

Ext. 2—Certified copy of order of the Hon'ble High Court in Suit No. 1515 of 1918, dated the 26th July, 1929.

The Master,

The Official Assignee of Calcutta and as such the Assignee of the estate and effects of Hasim Ebrahim Saleji and insolvent, residing at No. 8, Amratola Lane in the town of Calcutta, landholder and merchant

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Against

Plaintiffs' Exhibit.

Ext. 2— Certified copy of order of the Hon'ble High Court in Suit No. 1515 of 1918, dated the 26th July, 1929.

Zinatara Jainab Begum *alias* Juhi Begum, widow of Prince Humayan Kader Bahadur, deceased, residing at No. 13, European Asylum Lane in the town of Calcutta, Nawab Kaiser Begum another widow of the said Prince Humayun Kader Bahadur, deceased, residing at Ata Bag Garden Reach, Nawab Sumjigar Begum another widow of the said Prince Humayan Kader Bahadur, deceased, residing at Ata Bag Garden Reach, Nawab Abida Begum another widow of the said Prince Humayun Kader Bahadur, deceased, residing at Ata Bag Garden Reach, Azmal Ara Mustani Begum and Hasmat Ara Zahra Begum both infants under the age of 18 years, daughters of the said Prince Humayan Kader Bahadur, deceased, by the said Nawab Abida Begum both residing at Irongate, Garden Reach, Mamlakat Ara Mamsooma Zahra Begum and Gowhar Ara Zahra Begum, both infants under the age of 18 years, daughters of the said Prince Humayun Kader, deceased by a predeceased wife, Nawab Agmedi Begum, both residing at Ata Bag Garden Reach, the last four for selves and as the heiress and legal representatives of the Nawab Afak Ara Amina Begum since deceased, the fifth widow of the said Prince Humayun Kader Bahadur, deceased and heiress and legal representatives of Mirza Ghulam Ali *alias* Hajoor Jain, since deceased, the son of the said Prince Humayun Kader Bahadur, deceased, all landholders.

Upon reading a petition of Khatiza Bibi, wife of Hashim Ebrahim Saleji of No. 8A, Amratolla Lane in the town of Calcutta and an affidavit of the said Hashim Ebrahim Saleji in verification there—affirmed on the third day of July instant and the exhibits annexed to the said petition and marked respectively A, B and C all filed on the tenth day of July instant and a notice dated the tenth day of July instant, from the Master of this Court issued upon the filing of the said petition and an affidavit of the said Hashim Ebrahim Saleji and Haripada Sarkar of the due service thereof affirmed on the twenty-fifth day of July instant both filed this day and the decree made in this suit and dated the twenty-first day of August, one thousand nine hundred and twenty-five and upon hearing Mr. Hira Lal Das of the firm of Messieurs Das and Basu, Attorneys for the said Khatiza Bibi (the other parties not appearing either in person or by advocate or attorney) And it appearing that the plaintiff has realised the sum of Rupees four thousand six hundred and fifty in execution of the said decree And it further appearing that by a deed of assignment bearing date the sixth day of June last, the plaintiff for consideration therein mentioned assigned to the said Khatija Bibi his right, title and interest in and to the said decree.

It is ordered that the said Khatija Bibi as such assignee as aforesaid be at liberty to execute the said decree against the defendant Zinatara Jainab Begum, And it appearing that the said Zanitara Jainab Begum has got no property within the local limits of the jurisdiction of this Court but has.

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properties within the local limits of the jurisdiction of the Court of the District Judge of the Twenty-four Parganas. It is ordered that a certified copy of the said decree together with a certificate of part satisfaction along with the copies of the allocature issued herein and a copy of this order be transmitted to the Court of the District Judge of the Twenty-four Parganas for execution And it is ordered that the costs of and incidental to this application to be taxed by the Taxing Officer of this Court be costs in the proceedings in execution of the said decree.

Plaintiffs' Exhibit.

Ext. 2— Certified copy of order of the Hon'ble High Court in Suit No. 1515 of 1918, dated the 26th July, 1929.

Witness Sir George Claus Rankin, Kt., Chief Justice at Fort William aforesaid the Twenty-sixth day of July in the year of our Lord one thousand nine hundred and twenty-nine.

Das & Basu,

Attorneys.

N. Ghatak

Master.

30-8-29.

(Certified to be a true copy, etc.)

3rd Addl. Sub-Judge,

T. S. Nos. 1 and 2 of 1934

Filed by plaintiff in T. S. 1 of 34

Ext. 2 (Subject to objection)

N. B.,

Sub-Judge,

23-3-35.

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Ext. 3—Certified copy of Certificate of non-satisfaction of decree in Suit No. 1515 of 1918 of the Hon'ble High Court.

Plaintiffs' Exhibit.

Ext. 3—Certified copy of certificate of non-satisfaction of decree in Suit No. 1515 of 1918 of the Hon'ble High Court, dated the 19th September, 1929.

High Court Original Side.

16th September, 1929.

Suit No. 1515 of 1918.

In the High Court of Judicature at Fort William in Bengal.

Ordinary Original Civil Jurisdiction.

Between { Official Assignee of Calcutta ... ... *Plaintiff*
And
Zinatara Jainub Begum and others ... *Defendants.*

The plaintiff realised through the District Court of Baraba-ki on the 24th day of November, 1926 Rs. 4650 in part.

I do hereby certify that satisfaction of the decree of this Court made in this suit and dated the twenty-first day of August one thousand nine hundred and twenty-three and that except as aforesaid satisfaction of the said decree has not been obtained by execution within the local limits of the jurisdiction of this Court, and that no order has been made by this Court for execution of the said decree.

I do further certify that the taxed costs payable by the defendant to the plaintiff under the said decree amount to Rupees three thousand nine hundred and sixty-two anna one and pies three only as appears from an allocature of the Taxing Officer of this Court, copies whereof are hereto annexed and that the cost of having a copy of the said decree transmitted for execution with this certificate have been allowed at Rupees seventy-five only.

Dated this 19th day of September one thousand nine hundred and twenty nine.

Sd. Dwarkanath Mitter,

One of the Judges of the High Court.

Das & Basu,

Attorneys.

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Plaintiffs' Exhibit.

Ext. 3—Certified copy of certificate of non-satisfaction of decree in Suit No. 1515 of 1918 of the Hon'ble High Court, dated the 19th September, 1929.

(Certified to be a true copy etc.)

3rd Addl. Sub-Judge.

T. S. 1 and 2 of 1934.

Filed by plaintiff T. S. in 1 of 34.

Ext. 3 (subject to objection). 10

N. B.,

Sub-Judge.

23-3-35.

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Ext. J(6)—Certified copy of letter from the Collector and Superintendent of Political Pensions to the Commissioner, Presidency Division reporting the death of Prince Kamar Kader Mirza Abid Ali.

Defendants Exhibit.

Ext. J(6)—Certified copy of letter from the Collector and Superintendent of Political Pensions to the Commissioner, Presidency Division reporting the death of Prince Kamar Kader Mirza Abid Ali, dated the 7th February, 1919.

Political Department.
Collection No. 3.
File No. 10.
Serial No. 6.
Date of receipt 7-2-19.
Register No. 436.

No. 409, dated 10-2-19.

Commissioner,
Presidency Division.

Sir,

I have the honour to report for the information of Government the death on the 30th January, 1919, of Prince Kamar Kader Mirza Abidali Bahadur, the eldest surviving son of His late Majesty the King of Oudh. He was in receipt of an annual pension of Rs. 48,000 which entirely lapses to Government. Proposal regarding the grant of fresh pension will be submitted hereafter when the merits of each claimant will be considered.

I have, etc.,
Sd. W. D. R. Prentice,
Collector and Superintendent,
Political Pensions.
Sd. J. N. Chowdhury,
Hd. Asstt.
7-2-19.

Sd. S. A. S.
Dy. Collector,
7-2-19.

(Certified to be a true copy etc.)

Ext. J(6) (S. O.)
T. S. 1 and 2 of 34
for defendants 3 and 4 on
25-4-35.
(Original proved).
N. B.,
3rd Addl. S. J.

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'Y'(1) (for identification)—Hand-note for Rs. 12,000 executed by Nawab Zinat Ara Zainub Begum alias *Juhi Begum and another in favour of Hashim Ebrahim Saleji [with Exts 13(b) and 13(d)— signature and endorsement].*

Plaintiffs' Exhibit.

Ext. 'Y'(1) (for identification)— Hand-note for Rs. 12,000 executed by Nawab Zinat Ara Zainab Begum *alias* Juhi Begum and another in favour of Hashim Ebrahim Saleji, dated the 3rd March 1919 [with Exts. 13(b) and 13(d)— Signature and Endorsement]:

28, Circular Garden Reach Road,

3rd March, 1919.

Rs. 12,000.

On demand we jointly or severally promise to pay to Hashim Ebrahim Saleji or order at No. 8 Amatolla Lane in Calcutta, the sum of Rupees twelve thousand (Rs. 12,000) with interest thereon at the rate of 9 per cent per annum for value received as per memo. below

Memo of consideration.

11 G. C. Notes Nos. LC/77 01287 to 01290
05027 to 05030
VB/92 99573 to 99575

	Rs.
of Rs. 1,000 each	11,000
Small Notes	1,000
	12,000

Cross Stamp

Mark of Nawab Zinat Ara Zanub Begum *alias* Juhi Begum.

Identified by me.

Mirza Hamid Ali Khan

alias Laddan Aga.

3-3-19.

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Plaintiffs' Exhibit.

Ext. 'Y'(1) (for identification)— Hand-note for Rs. 12,000 executed by Nawab Zinat Ara Zainab Begum *alias* Juhi Begum and another in favour of Hashim Ebrahim Saleji, dated the 3rd March, 1919 [with Exts. 13(b) and 13(d)— Signature and Endorsement].

[Syed Md. Hashim Ali Khan

3-3-19.

Ext. 13(b).
T. S. 1 and 2 of 34
for plaintiff No. 2
on 2-4-35.
N. B.,
3rd Addl. S. J.]

Explained by me to Nawab Zinat Ara Zainub Begum *alias* Juhi Begum.

Satyendranath Mullick,
Clerk to Messrs. Das & Basu.
3rd March, 1919.

(On the back)

Pay to Mamuda Bibi, wife of Golam Hossain Oraji or order.

Ext. 13(d).
T. S 1 and 2 of 34
on behalf of plaintiff No. 2
on 6-4-35,
N. B.,
3rd Addl. S. J.

Paid in cash Rs. 3,000 on 1-12-20. T. I.

Paid in cash Rs. 3,500 on 21-11-23. T. I.

Paid Rupees two thousand and five hundred only. T. I.

Date 8-11-26.

Paid Rupees two thousand and four hundred only. T. I.

Date 15-9-29

"Y" (1) for identification.

N. B.,
3rd Addl. S. J.

25-3-35.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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"Y" (for identification).—Hand-note for Rs. 3,000 executed by Nawab Juhi Begum Saheba in favour of Hashim Ebrahim Saleji [with Exts. 13, 13(a) and 13(c)—endorsements].

Plaintiffs' Exhibit.

Ext. 'Y' (for identification)-Hand-note for Rs. 3,000 executed by Nawab Juhi Begum Saheba in favour of Hashim Ebrahim Saleji, dated the 19th June, 1919 [with Exts. 13 and 13(a) and 13(c)—Endorsements].

28 Circular Garden Reach Road.

19th June, 1919.

On demand I promise to pay to Mr. Hashim Ebrahim Saleji or order the sum of Rupees three thousand at Calcutta, bearing interest at the rate of 12 per cent per annum, value received as per memo below.

Memo.

	Rs.
3 G. P. Notes Nos. L C / 78 48201 to 48203 of Rs. 1,000 each ...	3,000
	3,000

[Cross mark of Nawab Juhi Begum Saheba whom I identified before

(Cross) (Cross) S. C. Ghosh,
Stamp Stamp Vakil and who put her cross mark in my presence.

Syed Md. Hashim Ali.]*

*Ext. 13(a):
T. S. 1 and 2 of 34
for plaintiff No. 2
on 2-4-35.
N. B.,
S. J.

[Explained by me to the executant who was identified by Nawab Hashim Ali Khan her husband. Satish Chandra Ghose, Vakil.

Ext. 13.
T. S. 1 and 2 of 34
for plaintiff No. 2
on 2-4-35.
N. B.,
3rd Addl. S. J.]

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Plaintiffs' Exhibit.

Ext. Z(1) (for identification)— Letter from Nawab Juhi Begum to Mr. H. E. Saleji, dated the 19th June, 1919 [with Ext. 10(a)— Endorsements].

Ara Begum *alias* Nawab Juhi Begum who was inside the Pardah but who was identified before me by Nawab Hashim Ali Khan, her husband.

Satish Chandra Ghose,

Vakil.

19-6-19.

S. C. Ghosh, Vakil and who put the Cross mark in my presence.

Syed Md. Hashim Ali Khan.]

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Ext. 10(a).

T. S. 1 and 2 of 1934

for plaintiff No. 2

on 2-4-35.

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N. B.,

3rd Addl. S. Judge.

'Z1' for identification.

N. B..

3rd Addl. S. J.

2-4-35.

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Ext. 10

'Z' (*for identification*) —*Letter from Nawab Zuhi Begum to Messrs. Manuel Agarwala & Co. (with Ext. 9—date of receipt of the letter).*

[Received

16-2-31

Ext. 9.

T. 1 and 2 of 1934

on behalf of plaintiff No. 2

on 26-3-35.

N. B.,

3rd Addl. S. J.]

Messrs. Manuel Agarwalla & Co.

Plaintiffs' Exhibit.

Ext. 10

'Z' (for identification)— Letter from Nawab Zuhi Begum to Messrs. Manuel Agarwala and Co., received on the 16th February, 1931 [with Ext. 9—date of receipt of the letter].

Dear Sirs,

In consideration of the balance due by me to Mahmuda Bibi under the two Promissory Notes dated the 3rd March, 1919 and the 19th June, 1919 executed by me in favour of Mr. H. E. Salaji and endorsed by him in favour of the said Mahmuda Bibi and in consideration of the sum of Rs. 100 agreed to be paid by the said Mahmuda Bibi to me monthly and every month, I have agreed with the said Mahmuda Bibi to sell my right, title and interest amounting to $\frac{1}{3}$rd share in the estate left by my father Qamar Quadar Mirza Mohomed Abed Ali Bahadur, son of King Wajid Ali Shah deceased, the last King of Oudh, subject to the claim of Khatiza Bibi in two suits instituted by her in the Alipore Court against me and another being Suit No. 120 of 1930 and No. 8 of 1931. The draft will be submitted to you for approval on my behalf. The list of properties will be made over to you by my constituted attorney Shaik Wazir Ali.

Please approve the Draft and expedite completion of same.

Explained by me.

Amjad Ali Khan *alias* Munnay Aga.

Yours faithfully,

O

X Thumb impression.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Plaintiffs' Exhibit.

Ext. 10

'Z' (for identification)—Letter from Nawab Zuhi Begum to Messrs. Manuel Agarwala and Co., received on the 16th February, 1931 [with Ext. 9—date of receipt of the letter].

Seal of Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum

Sheikh Wazir Ali Attorney.

'Z' for identification (S. O.)

N. B.,

3rd Addl. S. J.

26-3-35.

Ext. 10 (S. O.)

T. S. 1. and 2 of 1934

on behalf of plaintiff No. 2

on 27-3-35.

N. B.,

3rd Addl. S. Judge.

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Ext. FF(6)—Certified copy of extract from the order-sheet in Misc. Judl. Case No. 43 of 1920 of the Court of the District Judge, 24-Parganas.

Defendants' Exhibit.

Ext. FF(6)—Certified copy of extract from the order-sheet in Mis. Jdl. Case No. 43 of 1920 of the Court of the District Judge, 24-Parganas, dated the 16th April, 1920.

Order-sheet.

In the Court of the District Judge of 24-Parganas.

Present :—

J. McNair Esqr., I. C. S.,

District Judge.

The 16th day of April, 1920.

Misc. Jl. Case No. 43 of 1920. Wakf.

Md. Sayed Ali Mutwalli ... ... *Appellant*,

versus

Shaheba Khatun and another ... ... *Opposite-party*.

Abstract from the order-sheet.

Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5
8	16-4-20.	As mentioned in Order 7 above I proceed now in the circums-		

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5

Defendants' Exhibit.

Ext. FF(6)—Certified copy of extract from the order-sheet in Mis. Jdl. Case No. 43 of 1920 of the Court of the District Judge, 24-Perganas, dated the 16th April, 1920.

tances there set forth to the consideration of the petition (Order 1) Mr. Remfry says that in regard to the disposal of the Selami, a sum of Rs. 8,000 (eight thousand) or thereabouts may be needed to be spent for Municipal taxes &c., and that the Mutwalli would be quite willing to invest the balance in War Loan in such a way that the principal so invested could not be used without obtaining this Court's permission. He adds that the Mutwalli would probably wish to spend the said principal on buying land on the occurrence of a favourable opportunity.

I think the proposed lease is for the benefit of those interested under the Wakf deed and I sanction it. Out of the Selami I direct that Rs. 30,000 (thirty thousand) at least be invested in War Loan and that the principal of the said War Loan be not negotiated without first obtaining the leave of this Court. This permission will

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5
		lapse if not acted upon within one month from to-day ...	J. McNair, D. Judge.	
		(Certified to be a true copy etc.)		
		Ext. FF(6).		
		T. S. 1 and 2 of 1934		
		for defendants Nos. 3 and 4		
		on 16-5-35.		
		N. B.,		
		3rd Addl. S. J.		

Defendants' Exhibit.

Ext. FF(6)—Certified copy of extract from the order-sheet in Mis. Jdl. Case No. 43 of 1920 of the Court of the District Judge, 24-Perganas, dated the 16th April, 1920.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. B(7)—True copy of order of the Hon'ble High Court in Civil Rule No. 317 of 1920.

Defendants' Exhibit.

Ext. B(7)—Ture copy of order of the Hon'ble High Court in Civil Rule No. 317 of 1920, dated the 30th August, 1920.

In the High Court of Judicature at Fort William in Bengal.

(Civil Revisional Jurisdiction).

The 30th August, 1920.

Present :—

The Hon'ble William Teunon

And

The Hon'ble Abdul Majid,

Two of the Judges of this Court.

Civil Rule No 317 of 1920.

In the matter of

Section 115 of the Code of Civil Procedure 1908

And

In the matter of

Misc. Judl. Case No 43 of 1920 Wakf of the Court of the District Judge of the 24-Parganas.

1. Syed Hassain Askari, 2. Mirza Sajjatulla Begg, 3. Sultan Mirza, 4. Sabdar Jah, 5. Sikandar Jah, 6. Eshhaq Ali and 7. Wahed Ali ... *Petitioners*

versus

1. Mahammad Syed Ali of 123, Circular Garden Reach Road, Kidderpur, 2. Mr. J. E. Brown of Garsteen Place, Calcutta and 3. Saheba Khatun of 2 Mollan St., Balliganj. Dist. 24-Parganas and 4. Rai Sunder Mull of 95, Lower Chitpur Road,

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Defendants' Exhibit.

Ext. B(7)—True copy of order of the Hon'ble High Court in Civil Rule No. 317 of 1920, dated the 30th August, 1920.

added as an opposite-party under Court's Order dated the 4th June, 1920 and 5. Shah Banu Nawab Amir Begum Sahiba, widow of the late Prince Kamar Kader Mirza Mahammad Abid Ali Bahadur, and 6. Nawab Zinat Ara Zainab Begum *alias* Juhi Begum, wife of Nawab Syed Mahammad Hossein Ali Khan and daughter of Prince Kamar Kader Bahadur of No. 28, Circular Garden Reach Road, Kidderpur, Thana Watgang, Dist. 24-Parganas added as opposite-parties, under Court's order dated 2nd August 1920 ... ... *Opposite-parties.*

For petitioners :—Mr. Amir Ali, Counsel and Mr. Wahed Hossain.

For opposite-parties:—Mr. Pugh, Mr. B. Chakravarty, Mr. Remfry and Sir B. C. Mitter, Counsel, Babu Peari Mohan Chatterjee, Babu Kiran Prosad Sarbadhikari, Babu Jyoti Prosad Sarbadhikari and Babu Santosh Kumar Bose.

O. C. R. No. 317 :—This rule is directed against two orders dated the 16th and 22nd April 1920, by which on the application of the Matwali of a certain Wakf the District Judge of the 24-Parganas has granted permission to the Matwali to lease out all the endowed properties for a period of sixty years.

The Wakif or settlor was Prince Kamar Kader, son of Wajed Ali Shah, the last King of Oudh. The Wakfnama was executed on the 14th of June 1917, provides that the Wakif's residence known as the "Khasru Manzil" shall become a "mosque and Emambara" and dedicates to the purposes of the Wakf the said house and the 38 other items of immovables property included in the schedule annexed to the deed. Paragraphs 3, 4 and 5 provide for the succession to the Matwalliship, and on the death of the Wakif the 1st Matwalli, for the appointment by quinquennial elections of a committee of 5 Shias resident in Metiaburuz and other suburbs of Calcutta to supervise and control the management. Paras 6 and 7 allocate the net income in certain share to the Matwali, the heirs or other heirs of the Wakif, and to the maintenance of the mosque and Emambara, the expenditure on the ceremonies to be performed therein, acts of charity and the increase and improvements of the Wakf estate. The 10th and last paragraphs refer to an existing lease, not more specifically described and on the expiration thereof prohibits the grant of any lease without the consent of the Trustees, and even with that consent for any period exceeding 5 years. Prince Kamal

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Kader died on the 30th January 1919, and has been succeeded in the Mutwaliship by his only son Mirza Mahomed Syed Ali who on the 9th of April 1920 made the application for the permission now in question.

Defendants' Exhibit.

Ext. B(7)— Ture copy of order of the Hon'ble High Court in Civil Rule No. 317 of 1920, dated the 30th August. 1920.

The lease referred to in the 10th paragraph of the Wakfnama appears to be one executed by Kamal Kader in favour of one Saheban Khatun on the 12th June 1916. It comprises all but 11 items of the 39 properties included in the Wakf, stipulates for the payment of only Rs. 500 by way of rent month by month, and is for a term of 10 years. The lady says she was the married wife of Kamal Kader while the son says that she was merely his mistress in his later years, and wholly repudiated the lease alleged to have been executed in her favour.

The lease, which was sanctioned by the District Judge, was executed on the 18th and registered on the 19th April, is for a term of 60 years, and provides for a selami of Rs. 40,000 and for a monthly rental of Rs 2,500 for the 1st half and of Rs. 2,750 for the 2nd half of the period, and for the payment by the lessee of all Municipal Rates and Taxes.

The lessee undertakes to institute and carry on proceedings for the setting aside of Saheba Khatun's lease and to defray all costs of suits instituted for or against the Wakf Estate.

He binds himself to keep all the demised premises in good repair and to comply with all Municipal requisition for their improvement.

On the expiry of the lease all improvements effected and new buildings erected are to revert to the Wakf estate.

There are further provisions for abatement of rent, should any portion of the demised properties be lost to the lessee whether as the result of Land Acquisition proceedings or litigation and it is finally provided that should the Wakf be declared invalid at the instance of other heirs of Kamal Kader the lease with a proportionate abatement of rent is to stand good as to the lessor's share in the inheritance.

The Mutwali's application of the 9th April was based substantially on the ground that, the bulk of the Wakf Estate being in the possession of Saheba Khatun at a nominal rent, which he, repudiating the lease in her favour, was not in a position to accept, he had no funds where with to carry on litigation with her, to comply with Municipal requisitions for the filling-up of tanks and the improvements of "Bustee" lands, or even for effecting essential repairs and improvements to the buildings on the Wakf premises.

The District Judge fixed the 16th for the consideration of the application.

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Defendants' Exhibit.

Ext. B(7)— True copy of order of the Hon'ble High Court in Civil Rule No. 317 of 1920, dated the 30th August, 1920.

He directed issue of notices on the Collector, who, intimating that Government was not interested in the matter declined to appear. On the 16th Saheba Khatun and 9 members of the Shiah Community appeared by a pleader and applied for time in order that they might have an opportunity of inspecting and considering the application, and the Wakfnama, and of presenting such objections, if any, as after inquiry they might find it necessary or advisable to make. This application was rejected and the District Judge without further investigation proceeded to sanction the proposed lease.

On the 17th of May seven of the 9 members of the Shiah Community who had appeared before the District Judge presented to this Court the application on which the present rule was issued.

In answer to the notices issued from this Court, the Mutwalli (Mirza Mahomed Sayed Ali) the lessee one Sunder Mull, Saheba Khatun and the other heirs of the Wakif Kamal Kader, namely, the Mutwalli's mother Amer Begum and his sister Jainab Begum have appeared.

The Mutwalli and the lessee support the District Judge's order. The applicants for the rule, Saheba Khatun, Amer Begum and Zainab Begum oppose it.

The objections taken are that the lease sanctioned is in fact to the serious detriment of the Wakf estate and to the beneficiaries under the Wakf, and that in refusing to give a reasonable opportunity for inquiry to Saheba Khatun and the petitioners, in failing to give notice to the heirs of the Wakif *i. e*, his wife and daughter, and by public advertisement or otherwise to the other beneficiaries, in disregarding the provisions of the Wakfnama for instance those directing the appointment of a Committee of Trustees or "Nazirs" and in omitting duly to investigate the advantages and disadvantages of the proposed lease the District Judge has acted in the exercise of his jurisdiction with grave irregularity.

The mother of the Mutwalli impugns the validity of the Wakf contending *inter alia* that it was created in fraud of Kamal Kadr's creditors including herself, she having demanded her dower stated at 12½ lakhs. The daughter supports the mother in this attitude. This may weaken the force of their opposition to the lease which provides the funds necessary for opposing their claims but if they fail in their contentions they remain beneficiaries under the Wakf and were clearly entitled to notice.

Saheba Khatun, if her case be true, is also Kamal Kadr's widow. How far she was recognised, in the lifetime of Kamal Kadr, as his legally married wife has

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not been made clear to us. But the Mutwalli, the son of Kamal Kadr has found it necessary to institute a suit impugning the alleged marriage. Pending the result of that suit, though no doubt her interests in so far as the lease in her favour is concerned are adverse to the interests of the Mutwalli and other beneficiaries it would seem that she also was entitled to a reasonable opportunity for making inquiries into the expediency of the proposed lease and of formulating her objections thereto.

Defendants' Exhibit.

Ext. B(7)— True copy of order of the Hon'ble High Court in Civil Rule No 317 of 1920, dated the 30th August, 1920.

The Wakf in so far as it provides for the consecration of a mosque and Emambara, the maintenance thereof and the celebration of prayer and religious ceremonies and the holding of meetings therein, also for acts of charity is of a public nature, notice should therefore have been given for public advertisement or otherwise to Mahomedans in general and more particularly to the Shiah Community, resident in Matiaburuz and other suburbs of Calcutta. No such notices were given, and the 9 members of the Shiah Community who did in fact appear were denied all opportunity of making reasonable and necessary inquiries.

Further we find that no copy of the Wakfnama was placed with the petition of the Mutwalli before the District Judge. We are informed that the material portions or paragraphs of the Wakfnama, paragraphs or portions which cannot now be specified, were read to him, but this obviously was insufficient. If a copy of the Wakfnama had been before him, the District Judge could not well have said as he has said that apart from the Collector there was "no one on whom notice could usefully be served" and indeed we are of opinion that in not applying for the issue of general notices, and for the service of special notices on the heirs of the Wakf the Mutwallis and those appearing for him have signally failed in their duty. We are not to be understood as suggesting that in sanctioning a lease or leases prohibited by a Wakfnama the District Judge as Kazi may not disregard the directions of the Wakif, but we do say that the provisions of the Wakf should be before him and are elements necessary and proper for his consideration.

In this connection and in connection with the question of notices we may refer to I. L. R. 43 Cal. 1100. On the merits and expediency of the lease or proposed lease we have before us a number of conflicting affidavits.

Of the 39 items of properties included in the Wakfnama, 3 are situated in Lucknow, the others in the southern suburbs of Calcutta, such as Kidderpore, Tollygunj, Matiaburuz and Ballygunj where, as is well known of recent years land has risen rapidly in value.

Affidavits on behalf of the mother and sister of the Mutwallis, disregarding the lease of Shaheba Khatun, estimate the present value of these properties at approximately 36 lakhs and the possible monthly income at Rs. 15,000 or so.

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Defendants' Exhibit.

Ext. B(7)— Ture copy of order of the Hon'ble High Court in Civil Rule No. 317 of 1920, dated the 30th August, 1920.

An affidavit on behalf of Saheba Khatun places the present income at about Rs. 1,300 per month, and estimates the monthly income on the execution of the lease in her favour at Rs. 6,000 at the lowest. In this affidavit she further alleges that the Mutwalli has exaggerated the necessities which led to his application and that if sufficient notice has been given for better terms could have been obtained.

On the other hand the lessee Sunder Mull has sworn an affidavit to the effect that in reliance on the District Judge's order he has paid the Selami (Rs. 40,000), brokerage Rs. 3,250 and Municipal rates, taxes and rent to the extent of sum Rs. 3,000 that his engineer estimates that to comply with Municipal requisitions, and put the demised premises in thorough repairs will cost some Rs. 2,10,000 or Rs. 2,50,000 and that he has already incurred large costs in connection with suits brought against the Wakf estate and now pending in this Court and in the Court of the 24-Parganas. Of the suits there referred to one appears to be the suit instituted by Amir Begum. Of the others we have no information. He further points out that he has to bear the costs of litigation with Saheba Khatun and that if he fails he takes the property subject to her lease which has still six years to run. It is not for us to appraise the value of these affidavits but they sufficiently show that without inquiring into the present and prospective value of the properties at stake, the present income of the Mutwalli and the nature and extent of the difficulties facing him, and the possibility of better terms it was not possible for the District Judge merely on the affidavit and imperfect affidavit sworn to by the Mutwalli truly to satisfy himself that the proposed lease was for benefit of the beneficiaries under the Wakf.

It is thus abundantly clear that the proceedings of the District Judge, leading to his sanction of the proposed lease have been characterised by the gravest irregularities.

We therefore set aside his orders granting sanction to the said lease and remit the Mutwalli's application to him in order that it may be disposed of on due investigation after notice to all parties interested.

We may observe that on behalf of the lessee it has been contended before us that the order or orders of the District Judge now in question are of an administrative character, that such orders are not the proper subject of an application under Section 115 of the Code of Civil Procedure and that the remedy of the beneficiaries is not by suit under Section 92 of the said Code. We are however, not dealing with the lease itself and for dealing under Section 115 of the Code of Civil Procedure with the order made on the application leading up to the lease, there is authority for instance in Fakrunnessa Begum *vs.* District Judge of 24-Parganas, 24 C. W. N. 339.

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On behalf of Amir Begum it has also been suggested that for the purpose of obtaining sanction to a lease not provided for by the Wakif it is necessary to bring the suit, and that an application is not sufficient, this contention is also contrary to authority.

We make no order as to the costs of this rule, and we further direct that the record be sent down at once.

Defendants' Exhibit.

Ext. B(7)—True copy of order of the Hon'ble High Court in Civil Rule No. 317 of 1920, dated the 30th August, 1920.

True copy.

D. P. Ghose,

for Deputy Registrar,

9-9-20.

Ext. B(7)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 16-5-35.

N. B.,

3rd Addl. S. J.

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Ext. 29—Certified copy of deposition of Mirza Mohammad Syed Ali in M. J. Case No. 43 of 1920 of the Court of the District Judge, 24-Parganas.

Plaintiffs' Exhibit.

Ext. 29—Certified copy of deposition of Mirza Mohammad Syed Ali in M. J. Case No. 43 of 1920 of the Court of the District Judge, 24-Parganas. dated the 14th August, 1922. etc.

District 24-Parganas.

In the Court of the District Judge at Alipore.

M. J. Case No. 43 of 1920.

Deposition of witness No. 5 for the petitioner taken on solemn affirmation on the 14th day of August, 1922, before J. F. Garham, Esq., I. C. S, District Judge, 24-Parganas.

My name is Mirza Mahammad Syed Ali, son of Prince Mirza Abdul Kamar Kader Bahadur. My age is 50 years. I reside at 123 Kidderpore. My occupation is Government Pensioner.

My father created a Wakf of his properties. He himself was the first Mutwalli, and I succeeded as Mutwalli as his death. I have filed a petition to this Court for permission to lease out the Wakf properties. I have set out in my application the reasons for leasing out the properties. The properties include Bustees which are in a very bad condition. They have no drains or privies, and there are insanitary tanks. The roads are in a very bad state. People cannot go by them. The buildings are dilapidated and in want of repairs. Notices and summonses have always been coming from the Calcutta Corporation and Tollygunge municipality to effect improvements. They have not been complied by my father or me. I could not do so for want of funds. I wrote to that effect to the Municipal Magistrate. I was fined once and my father several times. I saw the Collector of Alipore and he wrote to me to the Corporation.

There is a fraudulent deed put forward by Saheba Khatun and she has served notices on tenants demanding rent from them and prohibiting them from paying rent to me.

The Raiyats are not paying me their rents.

A tenant named Wares brought me this printed notice (marked Y for identification).

Shaheba Khatun never paid me any rent in respect of the lease set up by her, nor did she pay the Municipal rates. Sunder Mull, my lessee has been

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Plaintiffs' Exhibit.

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paying the rates. After my father's death and before the execution of the lease to Sundermull I paid the rates. I borrowed money on handnotes in order to pay the Municipal taxes and I got back those hand-notes.

There are three hand-notes signed by me which I subsequently paid and got back (marked Exts. 39, 40, 41). I paid up these amounts out of the Selami received from Sundermull.

I have filed the accounts showing the income of my estate. It was written out by my Amla Kishori, who is dead. I know his signature, this account bears his signature (marked Ext. 42) and also this one (marked 43). He has signed his name in my presence. I had their accounts checked by Babu Amulya Krishna Mitter, who is now pleader for Amir Begum. He used then to work for the Wakf estate. I tried to have a committee of the Shia community appointed as prescribed in the Waqfnama. I did not serve any notice as the Wakf estate had no money.

I could not get better terms than I did from Sundermull, and there is no chance of doing so. I never got any offer from mr. Cohen.

This is the lease which I executed after obtaining the previous sanction of this Court (marked Ext. 44). I received Rs. 40,000 Selami of this Rs. 30,000 is in deposit in Court.

If there is no lease to Sundermull I shall not be able to carry on, and the Wakf estate will be ruined. My mother and sister have brought a suit to declare the Wakf invalid. Mahammad Ashan and Sujad Ali, representing the Shias have also brought a suit. I have been summoned in this suit. There are also other suits, concerning the Wakf estate, and criminal cases. (At this stage the Court rose for the day).

Sd. J. F. Garham,

District Judge.

14-8.

Resumed.

About 4 lakhs of rupees will be required to defend the various suits pending regarding the Wakf property. Juhi Begum, Anur Begum are also opposing me and preventing me from realising rents from tenants. I am only getting very small amounts which the Raiyats pay me voluntarily. They served written notices on the tenants not to pay rents to me. I used to give receipts to tenants who paid me rent. I have counterfoil books. This is one (Ext. 45). (Objected to, allowed). This is one of the notices served on the tenants (Ext. 46). I cannot get sufficient funds to carry on the litigation under the improvements required by the Corporation unless I get the lease. After

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my father's death no money has come into my hands as Mutwalli. Sundarmull had lands near the Wakf property which he took lease of from the Bhukailash Raj on payment of 5 lakhs as Selami. I tried to lease out small areas for short periods but no one came forward. I have been able to realize from the tenants a small part of the Municipal taxes which I have to pay as landlord. These are the counterfoil books of the receipts grnted (47 a, b and c). I have litigation with Sahaba Khatun over Government paper and am on bad terms with her. I know Moulvi Hashan Askari, he is acting as her agent and she calls him "father". I know Sujat Ali, he is a great friend of Hashan Askari. Since the lease, Sundarmull has been paying the taxes and supplying funds for the litigation. He is paying all the Municipal taxes up to now.

Plaintiffs' Exhibit.

Ext. 29—Certified copy of deposition of Mirza Mohammad Syed Ali in M. J. Case No. 43 of 1920 of the Court of the District Judge, 24-Parganas, dated the 14th August, 1922 etc.

Cross-examination for Begum:—My complaint is that I am in want of funds, on that ground I asked the Court to sanction the lease. Also I have litigation about the property for which I want money. My only difficulty is the want of funds. I came into possession in February, 1919 on the Wakf property on the death of my father on 30th January, 1919. I do not remember in what part of February I have seen the property. There are 15 or 16 Kotis, and there are Bustees, how many I do not remember. I know where the Kotis are—15/1, 27, 28, 123 Circular Garden Reach Road. The number is 115/1, and not 15/1, I had forgoten. In Dent Misson are 3 Kotis—Nos. 1, 2, and 10. In Ekbalpore Road Nos. 68-18. In Mominpur Nos. 7 and 60 Bullygunge Road, 11 and 10 Garbari Lane, I do not know the new name of that road. To take possession I sent for the tenants and asked them to pay rents to me. Without money what else could I do? I paid taxes by borrowing and arranged the lease to Sundermull. I did nothing else. I sent for Wares, Mainuddin and others whose names I do not remember. I do not know the names of all the tenants of the properties. They are all recorded. I don't remember the names of other except those I have named. Mainuddin is a tenant of Basti land near 123 Circular Garden Reach. I live there. I could not make any arrangements to realise rent owing to the opposition. I arranged for the lease. I appointed the gentleman in Court (Syam Prokash Ghosh) as manager, 2 months after the estate came into my hands. He is still my manager and has been so since April, 1919. He was manager after I gave the lease to Sundermull. His pay is Rs. 100 a month. I kept him to collect rents but to look after the estate. Since the lease no one is realising rents. I leave my house to go to Calcutta and sometimes to look after the estate.

Q—Can you mention one instance in which you went did something for the estate?

A—I made arrangements to keep the estate right. It is not a fact that.

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from the time I get up till I go to bed I do nothing except smoke a Hookka, go to the Eden Gardens at 9 P. M. I go out when there is work. I know that one Koti has been repaired since my father's death. Some of them are ready to collapse. I know that some properties are unoccupied. No. 7 Mominpore Road. There are tenants who are thieves. There has been no case in which any one has occupied any property without my permission. It happened that Saheba Khatun went into 60, Ballygunge without my lease. That was in my father's lifetime. She left 60, Ballygange. I do not remember when. It was about a year ago. It was not tenanted by the person, a Jew to whom Saheba Khatoon leased it. I only heard this.

Q—It might have happened that for all you know to the contrary the Jew might have gone iuto the house without any one's permission. I do not know. There is a Koti in Tollygunge, Yusuf Hasem Ali has taken possession of it without my permission. I came to know of it soon after he took possession. There is a tank of 3 Bighas. It is a two-storied house not very big. He just entered and took possession. I had a Durwan at the Koti. I brought a criminal case. I don't know if the Durwan was there. He is Man Singh. I dismissed him. His name may be in the accounts. I can't say. The Koti was not rented. There was no income even in my father's life-time. Kasim Ali entered about 2 years ago. There was no other case of a person entering property without permission. I can't give the name of the Ballygunge house. The rent of No. 28 is Rs. 500, of 27 is Rs. 150, The rent of 1, Dent Mission Road may be 50 or 60 Rupees. I don't know what is the rent. No one is paying any rent, I don't know what rent was settled for any property except No. 27. I don't remember what is the rent payable by any Busti tenant. it is written in the books. I said the 500 for No. 28, as the amount which it might fetch. I only know that the rent of 27 is Rs. 150-0-0.

The total rent roll might be Rs. 1,000 or Rs. 1,500 monthly. The rent rolls and other papers are all with Saheba Khatun. I have none.

Q—Did you after your father's death till now make any attempt to make a list of the tenants and their rents?

A—I gave the lease, what else is to be done?

Sd. S. E. Stinton,

District Judge.

8-3-23.

There is a Watgunge property belonging to the estate consisting of land and house. No one took possession of it. I don't know the income of

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it. It has an income. The manager knows it. At present it has no income. My father's total income including pension was Rs. 4,000 I don't remember if I said it was Rs. 7000-8000. I deposed in the criminal case brought by Saheba Khatun. I might have said that his income from pension was Rs. 4,000 a month including income from land etc., 7,000 to 8000 Rupees. I said that by guess. His pension was Rs. 4,000. I do not know the income from Jaglur or G. P. notes or the rest of his property. I can't give any idea of the income from the rest of the property. I can't say if the income from the rest of the property was less than Rs. 3,200 or the rest of the property is the Wakf estate. In the criminal case I might have said by guess that the income of the Jaglur was Rs. 1,700 a year.

Plaintiffs' Exhibit.

Ext. 29— Certified copy of deposition of Mirza Mohammad Syed Ali in M. J. Case No. 43 of 1920 of the Court of the District Judge, 24-Parganas, dated the 14th August, 1922. etc.

I said by guess that the income from house property was Rs. 2,000 or Rs. 3,000 I had not seen the property then. I know Kaim Hossain, and Kishori. Kaim Hussain was my father's servant. Kishori was servant of Saheba Khatun. Kaim was in charge of collection in my father's time and continued in it after his death. I don't know what has happened to the difference between 2,000-3000 Rupees or 1,000 to 1,500 Rupees. I had no money to sue the tenants for rents, hence no suits were filed. I did not write letters of demand to any tenants. I sent for them after my father's death in February, 1919 when the estate came into my hand. I sent for them several times but I do not remember the months. I sent for them in 1920 and 1921. Some tenants came. I can't give their names. Moharuddin came. He was beside my house. I do not remember the names of others. I deliberately say that I did not sue the tenants because I had no funds. I had no Government Securities. I had not 2 lakhs of them (*sic*). What have you got to do with it? I had a small amount Rs. 5,000/- 6,000/- or 10,000 rupees. It was not 2 lakhs. I had money in a Bank about Rs. 10000. I withdrew the securities and the money about a year ago. I realised Rs. 9,100 from Fakir Mahammad on a mortgage. I do not remember how much I realised from Safiunnessa. I realised these amounts about 2 years ago. I borrowed money from Ihlas Ahamed about 3,000 Rupees. I repaid it. I drew Rs. 4,000 from Government as my father's pension for the last month of his life. I drew Rs. 2,600 from Collector as interest, perhaps in 1921. I spent Rs. 5,000 for the funeral expenses of my father and the rest for religious ceremonies in my own capacity. I spent about 4,000 rupees for the ceremonies. These monies did not belong to the estate. The monies were spent for ceremonies and Maharram etc. The estate had no money so I could not sue. I did not mortgage as I prefer a lease to a mortgage. I filed a suit in my personal capacity against Saheba Khatun in my father's time. I prosecuted it in my father's time and after his death. I have withdrawn it about a year ago. It was a civil suit. I had enough money to prosecute that suit. I spent Rs. 5,000 or Rs. 6,000 in prosecuting the suit. It was a suit for a declaration that Saheba Khatun was not the lawfully married wife of my father, and that the child was not born of Saheba Khatun and was not my father's child. The suit was very hotly contested.

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Ext. 29— Certified copy of deposition of Mirza Mohammad Syed Ali in M. J. Case No. 43 of 1920 of the Court of the District Judge, 24-Parganas, dated the 14th August, 1922 etc.

Saheba Khatun was examined, cross-examined for 31 days. I also brought a criminal case against Saheba Knatun in my private capacity. That was some years ago, after my father's death. The case ended about 2 years ago. I charged her with stealing jewelleries and cash. The case was dismissed. I don't remember how much I spent on the criminal case. It was 6,000 to 7,000 Rupees. I took a loan from Iblas Ahmed and repaid it. I don't remember if I got a receipt. I borrowed Rs. 1,000 and Rs. 2,000 from him on 2 handnotes. I got back the handnotes I do not remember what they are. I say that I got back the handnote (notes shown) they are produced by Hind. These are the handnotes and bear my signature. It was my idea that I got them back. It appears that I did not get them back. I borrowed that Rs. 3,000 for the estate for religious purpose. I had no talk with him about giving a lease (then there was a talk but nothing was settled) There was only a talk and nothing more. The Rs. 3,000 was not advanced on account of the lease. The money I realised from Fakir and Safiunnessa was money of my father's estate.

Besides all these I get Rs. 40,000 from Sundermal as Selami and out of that I deposited Rs. 30,000 in Court and of the balance Rs. 10,000 is in my hands on account of the estate. Of that Rs. 10,000 I paid 6,064 rupees in taxes and the rest in religious ceremonies. I still say that I could not sue the tenants as I had no money of the estate. I got 9,000 rupees odd for my own pension in 1921. I answered certain interrogatories from the Court regarding my borrowings for the purpose of paying taxes. The borrowings were on account of the Wakf estate. (Translates Exts. 39, 40 and 41 shown). These are the only hand-notes I produced for receiving these loans. I got these hand-notes back by repaying the loans. (Sees hand-notes). I did not describe myself as a Mutwalli in them. I made a mistake in writing. (Account books of Wakf estate shown Exts. 42 and 43). These are the books of the Wakf estate. There are no other books. The monies taken on hand-notes are not entered in these books, only monies realised from tenants. These books are entered in other books. I don't know if they are filed or not. I did not give them to my pleader. They did not ask for them. They are private Khatas. They are entered in another Khata or estate Khata. I do not know if it is filed or not. I don't know why it is not filed. (books at the interlist(?) of debts in the interrogatories). The first two amounts were taken on hand-notes, the 3rd item on a receipt, the 4th on handnote, the 5th on a hand-note, 6th and 7th on hand-notes, also 9th, 10th, and 11th. I have entered these sums in my own Khata. I have paid back all the amounts. It including No. 11 for 3,000 rupees. I repaid that Rs. 3,000 2 years ago.

Q—How did you come to state in the affidavit that the amount was tendered and refused.

A—I paid after the affidavit. The 3,000 rupees is made up of Rs. 2,000 and Rs. 1000 taken on 2 hand-notes, the 2 hand-notes shown to me just now. I got back the hand-notes when I repaid. I do not know where they are.

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Ext. 29—Certified copy of deposition of Mirza Mohammad Syed Ali in M. J. Case No. 43 of 1920 of the Court of the District Judge, 24-Parganas, dated the 14th August, 1922 etc.

I was asked to say for what purpose I spent the money and to produce accounts. I don't remember whether I answered the question. I went to the land to see what work the Municipality required to be done. I went to Kailasarak Basti, Babu Bazar Basti, a Basti in Garbari in December last. I had gone several times to the Busti Hatir Bagan before that I first went in 1920. I can't remember in what month or what part of the year. I went to Kailasarak Basti. I went to see where the drain was to be made. I saw things very bad. I saw dust and filth there some roads were impassable. I went to the Chairman of the Municipality about it. He was a Hindusthani I had a talk with him. He said I should have to do all these or I should be fined. I said that there was no money in the estate and I would do the works when I could arrange funds. He said he would stay the proceedings till I could arrange. I did not ask for extention for any particular period. No period was fixed. That was my only interview with him. I made no written request to the Chairman for stay. I know that the Municipality gave my father time to carry on the work piecemeal. I did not tell the Chairman that. At first Kishori was employed to write the Wakf books before and after my father's death. I employed him. He wrote these 2 books (42 and 43) (look at the book) I think they are in his writing. I can't swear it. These two books are the only accounts of the Wakf estate that I am prepared to produce. If the accounts for the 2 periods not accounted for are not in these books. I do not know where they are.

Q—Where are the accounts from May, 1920 to date?

A—I filed the books in September, 1921. So long as Kishori was alive the books were kept. After him Jnan Babu had books. Kishori died a little over 2 years ago. The accounts from May, 1920 written by Kishori are now with Jnan Babu. I don't know if Jnan Babu has filed the books from May, 1920 for September, 1921. I do not remember getting Takids from the Court. I opened and looked at the books twice, also Amulya Babu in order to see what entries were made.

Q—I looked at them in order to see what accounts I could lay my hands on. I found only these 2.

Sd. S. E. Stinton,

District Judge.

9-3-23.

(Witness is referred to para 10 of the petition).

Q—What is the intention of your father referred to?

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A—The management (Bundabust) of the estate. That is all. Repair of houses, filling up tank, payment of tomb and cost of all litigation are the duties etc (obligations imposed on me by the Wakf(?) these things are not written in the Wakfnama but I have to do these).

(Referred to para 11). A—I have read the Waknama. I have carried out all the directions of the Wakfnama for prayers. Maharam, Chehelum and Panchandi Majlis. The Maharam lasts 4 days. There are Majlis on 9 days and on the 10th day the Tazias are put away. The Chehelum is the 40th day ceremony. The Pan Chandi Majlis is held on the moon day of every month. I have spent money on these about 3,000 rupees a year. I have spent that amount for the last 4 years. I have accounts of these expenses. They are not in the account-books, Exts. 42 and 43. They are with me. I spent the money myself for the Wakf as the estate had no money. They are in my private book—one book Jnan Babu writes it. It was opened in 1919 and written up till 1922. I have not filed it. I have appointed a Moazzim from the time when I took possession. He is Mahammad Mirza. He calls the Azan. I pay him from my own pocket Rs. 10 a month. People have heard him giving Ajan. He is my 'Mosaheb' (flatterer). He fulfils better functions. I have arranged for lights. They are lit in the Musjid. They are oil lamps. There is one lamp. The Masjid is in the Imambara. That is my private house. One is called the mosque. It is rather smaller than the Court. Prayers are said there by those who came. The room face to the west to (?) the Kabar. I don't play the harmonium and Tabola there. Prayers are always said at the Id and Baker Id. The room is on the left of the yard as you enter. The entrance of the house faces east. There is a Tak on the west side. His manager Jnan was not dismissed by my father, he was not in service till my father's death. When Saheba Khatun came he left about a year before my father's death. His father sued him in the High Court. The suit was brought by Saheba in my father's name. I don't remember what it was for or whether misappropriated Rs. 15,000 and took away the title deed. I did not enquire why my father dismissed him before engaging him. I don't know the result of the suit. I heard it was withdrawn. I suit for him and engaged him. I did not serve notice on the tenants to remove huts, privies when notice came from the Municipality. The lease to Saheba Khatun stands in my way because she has forbidden the tenants to pay rents to me. She has never been in possession. I don't remember the name of any tenant whom she forbade to pay rent. I wanted to have the lease set aside but could do nothing as the estate had no funds. I have had the lease read to me. Before granting the lease I heard the name of the proposed lessee. It was Rai Saheb Sundarmul. J. F. Brown was a servant of Sundermal. I never saw him, and heard his name. I do not say that I leased the property to Brown. Brown is put forward in the lease as the proposed lessee. I signed the petition. It was read over and explained to me by Kiron Babu, my pleader. I heard that Brown was Sundermal's man. Sundermal's name first came before me as the proposed lessee. Sundermal came and told me that Brown was his

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manager, the lease should be in his name. Kaim Hossain my servant brought Sundermal to me. The idea of a lease occurred to me. It was not suggested. I sent for Sundermal. I had heard his name, as having taken another lease from Bhukailas. I sent Kaim Hossain my Tahsildar getting Rs. 20. I did not know Sundarmal. He came and saw me. We settled terms. I inquired about his financial position from Kaim Hossain who lives at Kidderpore. Sundermal lives in Calcutta. I also heard from a few others whose names I do not remember. I heard he was a good man with a large income, and had taken other leases. I made those inquiries in 1920. Since then I have made no enquiries. As the leases for 60 years the improvements must be made by the lessee in that period. I thought that would be settled after the lease was executed. I don't remember what penalty provided in the lease for failure to make the improvements.

Plaintiffs' Exhibit.

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I did not make an estimate of the probable cost of the improvements required by the Municipality. I asked a municipal man and he told me the cost would come to 2 lakhs or more. I don't know his name. He is not one of my witnesses. I don't know what his post is. He comes to realise taxes. I did not adventure my intention to lease the property. Two marwaries came to me but did not give such good terms as Sundarmal. I don't know their names. They live in Calcutta. They came to their own accord. Jnan Prokash was present at the discussion with Sundarmal but took no part. I saw Sundarmal once and again when the terms were settled, Jnan was there both times. I asked Jnan whether this should be done. I did not ask Jnan whether Sundarmal was a suitable person. I told Jnan Babu that tnese should be the terms. No brokerage was paid. I did not pay any. Jnan Babu got nothing. I produced the terms of the lease from my own brain. I gave them and Sundermal agreed to them. Jnan Babu is looking after the case for me. My father left 4 carts and 8 bullocks. What would he keep them for except for filling tank. I sold them and deposited the money in Court. I don't know any one called Piari Sahib.

Examination for Shiah community:—I read the Wakfnama. I first read it when my father made the Wakf. After I became Matwali I might have read it once or twice I don't remember. After I became Mutwalli I heard that my first duty under the Wakfnama was to appoint a commitee. I did not think it proper to appoint a committee as there was no money. I thought that I could apply for permission without appointing a committee. I took their view not on the strength of the Wakfnama but in view of the interest of the estate. I did not consider whether if a committee been appointed the Wakf would suffer. It did not occur to me that a committee if appointed might be able to advise me in the management. The appointment of a committee did not require any expense. The rent of Saheba Khatun's lease was 506 Rs. a month. Under the lease she had to pay all the Municipal taxes. I don't know what property there was yielding income outside that lease. I have no idea of the value of the property outside the lease. Up to date I have not think to find out what would be the income of that property. I

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did not propose to the Municipality that I should make the improvements gradually as the income permitted. Since I became Mutwalli I have not done any improvement work. The Wakf property has not suffered on that account. I have no idea of maximum or minimum prices of land per Kotta. 3 years of Saheba Khatun's lease are to run. The income of the property covered by that lease when it expires will be Rs. 2,000 or Rs. 3,000 a month (then says Rs. 1,500 or Rs. 2,000). I found no idea of how much I should have to spend annually for the Municipal improvements.

When I filed the application, I remember only 2 suits pending about the Wakf property, one an ejectment suit brought by my father against Marris (?), the tenants of No. 1, another suit brought against me by a Dhobi. The Dhobi's case was disposed of in 1922. Marris case is still pending. I did not spend any money in this case before I applied. I do not remember if there is a term in the Wakf that only a portion of such income as there is to be spent on ceremonies. I do not remember if I know that at the time of applying I did not think of selling small portion of the property instead of leasing the whole. I did not know that the value of the property was high in Calcutta in 1920. I had no idea of what money was required for the estate in the (illegible) 1, 2 or 3 years.

Re-examined:—I borrowed on hand-note to pay Municipal taxes. In my father's time he lived in the house and it was an Imambara for Majlish. I did not get my father's G. P. notes. My pension was sanctioned about a year after my father's death. Saheba was in possession of 60, Ballygaunj Circular Road, where my father died.

Sd. Mirza Mahammad Said.

Sd. S. E. Stinton,
District Judge.
12-3-33. (*sic*)

(Certified to be a true copy etc.)

Ext. 29.
T. S. 1 and 2 for 34
for plaintiff No. 2
on 18-5-35.
N. B.,
3rd Addl. S. J.

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Ext. 14—Certified copy of plaint in Title Suit No. $\frac{\text{158 of 1920}}{\text{48 of 1927}}$ *of the* $\frac{\text{1st Court}}{\text{1st Addl. Court}}$ *of the Subordinate Judge, 24-Parganas.*

10

Sd. Shah Bahoo Nawab Amir Begum Shaheba

by the pen of

H. A. Khan

By

Seal Sd. Satish Ch. Ghosh, Pl.

20

(First Subordinate Judge's Court, Alipore.

Filed on 5th May 1920.)

In the Court of the First Subordinate Judge of 24-Parganas, Alipore.

Title Suit No. 158 of 1920.

T. S. 48/27.

30 1st Addl. S. J.

Plaintiff :—

Removed *vide* order dated 13-5-24.

Sd. M. N. Das,

Addl. Sub-Judge.

40

13/5.

[Shah Babu Nawab Amir Begum Saheba, widow of late Prince Kamar Kader Mirza Md. Abed Ali Bahadur, residing at 2 Circular Garden Reach Road, Kidderpore, Thana Watgunge, District 24-Parganas——penned through]

Plaintiffs' Exhibit.

Ext. 14—Certified copy of plaint in Title Suit No.—158 of 1920 48 of 1927 of the 1st Court 1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

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Ext. 14—Certified copy of plaint in Title Suit 158 of 1920 No. 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

1. Haji Hafez Alla Buksh, son of————of 78 Colootolla Street, Calcutta. Added as co-plaintiff *vide* order dated 22-3-24

Sd. M. N. Das,

Addl. Sub-Judge.

22-3-24.

Defendants :—

1. Mirza Mahammad Said Ali, son of late Prince Kamar Kader Mirza Mahammad Abed Ali Bahadur, residing at 123 Circular Garden Reach Road, 2. Nawab Zinat Ara Zenab Begum *alias* Juhi Begum, wife of Nawab Syed Md. Hashim Ali Khan, residing at 2 Dent Mission Road, Kidderpore, 3. Shaheba Khatun, at present residing at 2 Mullen Street, Ballygunge, 4. Rai Saheb Sundarmall, residing at Creek Row, Entally, [5. Shah Bahu Nawab Amir Begum Saheba—penned through] dead–of late Prince Kamar Kader Mirza Md. Abed Ali Bahadur of 20 Circular Garden Reach Road, Kidderpore, added *vide* order dated 13th May, 1924.

Sd. M. N. Das,

Addl. S. Judge.

Defendant No. 5 being dead her heirs defendants 1 and 2 are substituted in his place *vide* order 271 dated 14th March 1928.

Sd. K. B. Ghosh,

Addl. S. Judge.

14-3-28.

Suit for administration and partition after setting aside an illegal Wakfnama. Claim valued at Rs. 15,00,000.

The plaintiff abovenamed states as follows :—

1. The plaintiff is the sole widow of the late Prince Kamar Kader Mirza Mahammad Abed Ali Bahadur the eldest son of the late King Wajid Ali Shah, Ex-King of Oudh.

2. The plaintiff was married to the said Prince Kamar Kader in or about the year 1867 according to the rites of Shiah Mahommedans.

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Ext. 14— Certified copy of plaint in Title Suit 158 of 1920 No.——— 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

3. The plaintiff is herself of royal descent being the daughter of Nawab Majiduddowla, great grandson of His Majesty Mahammad Ali Shah, King of Oudh.

4. According to the custom long prevailing in the royal house of Oudh when the Sultanat of Oudh was in existence, the dower of a princess of the royal blood was always Rs. 25,00,000. The plaintiff was married to the said Prince Kamar Kader after the Sultanat of Oudh ceased to exist and the plaintiff's dower upon her said marriage was fixed at Rs. 12,50,000 half of which was to be prompt and the other half was to be deferred.

5. After her said marriage the plaintiff lived and cohabited with her said husband for many years and had many children born to her of her said marriage. Of the children so born to her the defendant No. 1 Mirza Mohammad Said Ali and the defendant No. 2 Nawab Zinat Ara Zanab Begum are the only children who survived their father the late Prince Kamar Kader.

6. The plaintiff's said husband died intestate on the 30th January, 1919, being of the age of above 70 years, leaving a considerable estate consisting of movable and immovable properties mostly within the jurisdiction of this Court and some in Lucknow in Oudh. The plaintiff all along lived with her said husband in the enjoyment of domestic peace and happiness until about 4 or 5 years before his death when Saheba Khatoon, the defendant No. 3, a woman of low rank and station became his concubine.

7. At the time when Saheba Khatoon became the concubine of the said Prince Kamar Kader, the said Prince was infirm and old and in his dottage and was addicted to taking opium, cocaine and other like drugs which affected not only his bodily health but also his mental powers so that gradually he was incapable of looking after his affairs and steadily declined in health and became feeble in mind until he died.

8. Taking advantage of the mental and bodily weakness of the said Prince the defendant No. 3 Saheba Khatoon gradually began to exercise great and undue influence over him until she so completely dominated his will that he was a mere puppet in her hands. The defendant No. 3 Saheba Khatoon in so dominating over the said Prince as aforesaid caused him to leave his family dwelling house, to leave the plaintiff his wife and his children and grand-children and all his families and to go and live with the said Saheba Khatun the defendant No. 3 at No. 11 Garbari Lane, in Kidderpore, who now falsely alleges that she was married to the said Prince and is one of his widows.

9. The said Prince during his lifetime, was in respect of a pension of Rs. 4,000 from the Government of India and was also possessed of a large

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1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

estate consisting of movable and immovable properties within the jurisdiction of this Court and in Lucknow out of the rents, issues and profits of such properties and out of the said pension the said Prince from time to time invested moneys in the purchase of Government of India Promissory Notes sometimes in his own name and sometimes in the name of his son the defendant No. 1.

10. The said Saheba Khatoon the defendant No. 3 in so dominating over the said Prince as aforesaid caused the said Prince in or about the year 1916 to endorse over and to transfer to her some of the said Promissory Notes to the extent of the face value of Rs. 1,95,000 or more. The plaintiff states that such endoresment and transfer of the said Promissory Notes was without any valuable consideration and was effected through undue influence. The said Prince was at the time weak in mind and body and was incapable of knowing what he was doing.

11. The said Saheba Khatoon the defendant No. 3 not only obtained the said Government Promissory Notes as aforesaid but also had complete control of all the affairs of the said Prince and caused the said Prince great financial loss so much so that upon the allegation of some of his creditors, the said Prince was actually adjudicated an Insolvent in the Court of the District Judge of 24-Perganas in 1918 in Insolvency Case No. 10 of 1918.

12. That upon such adjudication order the *ad interim* Receiver who had been appointed in the said Insolvency Case was about to take possession when the said defendant No. 3 in order to prevent such attachment deposited in Court one of the said G. P. Notes to the face value of 1 lac and caused some of the creditors' debts to be paid in full and got the adjudication order annulled. The plaintiff who was also a creditor was referred to Civil Court to prove her debt.

13. The plaintiff finding the said Prince gradually being dominated by the said Saheba Khatoon, the defendant No. 3 as aforesaid and because of the utter estrangement between the said Prince her husband and herself due to the undue influence of the said Saheba Khatoon as aforesaid on many occasions from 24th May, 1917, demanded the prompt portion of her aforesaid dower and finally caused a letter of demand to be written and served on the 3rd June, 1917, on the said Prince for the prompt portion of her aforesaid dower but the said Prince died within a short time of the said written demand and thereupon there become due to the plaintiff her said dower both prompt and deferred.

14. On the 14th June, 1917, without the knowledge of the plaintiff and as the plaintiff believes in order to defeat her aforesaid dower the said Prince purported to execute a Deed of Wakf whereby he purported to alienate all immovable properties by way of Wakf.

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15. At the time when the said Deed of Wakf was purported to have been executed and registered the said Prince was residing with the said Saheba Khatoon and there was a complete estrangement between the plaintiff and the said Prince her husband. The plaintiff believes that the said deed of Wakf was prepared, executed and registered under the influence of the evil advisors of the said Prince and without his being aware of the true nature and purpose of the said deed.

16. The plaintiff states that the said Deed of Wakf although executed and registered was never acted upon during the lifetime of the said Prince and was merely illusory.

17. The plaintiff states that the gift for religion and charity contained in the said deed of Wakf is infinitesimal compared to the other and secular gift contained in the said deed and the plaintiff submits that the said Wakf is invalid and inoperative in law.

18. The plaintiff states that at the time when the said Wakf was prepared, executed and registered, the said Prince was of infirm mind and was incapable of understanding the nature and purport of the said Deed which he purported to execute and the plaintiff submits that the said Deed is bad and inoperative.

19. The plaintiff states that at the time when the said Deed of Wakf was executed the said Prince was in insolvent circumstances and the plaintiff submits that the said Deed of Wakf is invalid and inoperative in as much as it was intended to defeat and delay the creditors of the said Prince.

20. The plaintiff further submits that the said Deed of Wakf is voidable at the instance of the plaintiff and the other creditors of the said Prince in as much as the said Wakf was intended to defeat the dower debt due to the plaintiff as aforesaid and the debts of his other creditors.

21. In the circumstances aforesaid the plaintiff submits that the said Deed of Wakf is bad and inoperative and should be set aside and cancelled.

22. The plaintiff states that in the Schedule annexed to the said Deed of Wakf several immovable properties belonging to the plaintiff are included. Annexed hereto and marked with the letter "B" is a list of the properties belonging to the plaintiff and wrongly and fraudulently included in the Schedule to the said Deed of Wakf. The plaintiff states that the properties set out in the annexure (B) are properties purchased by the plaintiff out of her own separate funds and have always been and are now in the plaintiff's possession.

23. Before the said Deed of Wakf was executed or purported to have

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been executed the said Saheba Khatun by undue influence caused the said Prince to execute without the knowledge of the plaintiff a lease for 5 years in favour of the said Saheba Khatun dated the 11th January, 1916 in respect of the several properties afterwards comprised in the said Deed of Wakf for a nominal rent of Rs. 1500 per month and thereafter similarly caused the said Prince to execute also without the knowledge of the plaintiff another lease for 10 years in favour of the said Saheba Khatun dated the 12th July, 1916 in respect of the said properties on the still more reduced and inadequate rent of Rs. 500 a month. The plaintiff states that the said two leases are merely illusory, that they were never acted upon but the plaintiff craves leave to reserve her right of action in respect thereto by another suit if so advised.

24. The plaintiff is informed that the defendant No. 1 Mirza Mahommed Syed Ali purporting to act under the aforesaid Deed of Wakf as Matwalli has executed a lease for 60 years in respect of the properties comprised in the said Deed of Wakf including the properties belonging to the plaintiff as aforesaid in favour of the defendant No. 4. The plaintiff is informed that the said Mirza Mohammad Said Ali defendant No. 1 has received a sum of money as Selami for the said lease part of which he had deposited in the Court of the District Judge. The plaintiff is informed that although the said lease has been executed possession of the properties comprised in the said lease has not yet been given to the said lessee. The said lease was granted at a gross under rental and was as the plaintiff is advised a breach of trust if any valid Wakf was created which the plaintiff denies.

25. The plaintiff submits that in the premises the said lease is bad and should be set aside and the instrument given up for cancellation.

26. The plaintiff states that besides being a creditor in respect of her aforesaid dower the plaintiff is interested in the estate left by the said Prince Kamar Kader her husband in respect of her widow's share.

27. The plaintiff states that the aforesaid Government Promissory Notes deposited by the said Saheba Khatoon the defendant No. 3 in the Court of the District Judge of 24-Parganas as aforesaid really belongs to the Estate of the late Prince and not the said Saheba Khatoon.

28. The plaintiff is informed that out of the Government Promissory Notes deposited as aforesaid in Court some of the said notes were converted into money and out of the sale proceeds thereof certain of the creditors of the said Prince were paid off and that there are still remaining two notes of the face value of Rs. 25,000 each deposited in the said Court. The plaintiff states that the said two notes remaining in fact belong to the estate of the said Prince and not to the said Saheba Khatoon as wrongly claimed by her.

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29. The plaintiff states that the said Saheba Khatoon the defendant No. 3 about a month before the death of the said Prince caused him to be removed to Premises No. 60, Ballygunge Road, where the said Prince subsequently died. The plaintiff states that the said Prince died possessed of considerable movable properties consisting of valuable articles of jewellery among other things besides the landed properties aforesaid. The plaintiff states that the said Saheba Khatoon wrongfully retained possession of the said articles of jewellery and other movable properties after the death of the Prince and the defendant No. 1 also is in possession of certain valuable movable properties belonging to the late Prince his father besides the landed properties aforesaid.

30. Besides the plaintiff as creditor of the said estate in respect of her aforesaid dower the plaintiff states that there are other creditors of the estate. Besides the plaintiff as co-sharer in the said estate in right of her widow's share the plaintiff states that the defendant No. 1 and the defendant No. 2 are also co-sharers. The plaintiff and the defendants Nos. 1 and 2 are the sole co-sharers in the said estate according to the Shia Mahomedan law by which the late Prince was governed. The defendant No. 3 is the undivorced wife of one Emdad Ali of Mominpore and as such she has no claim over the properties left by Prince Kamar Kader Mirza.

31. In the circumstances aforesaid the plaintiff submits that it is necessary that the estate left by the late Prince be ascertained and taken charge of by this Court and that the same should be administered by this Court. The plaintiff has given in Schedules A, C. and D the properties of the Prince so far as could be ascertained. She prays for the inclusion of other properties that may be ascertained on enquiry and discovery hereafter.

32. The plaintiff prays that after the estate left by the late Prince is duly ascertained and administered the same or such portion thereof as shall remain after the payment of the debts of the late Prince and after payment of all just charges be partitioned between the plaintiff and the defendants Nos. 1 and 2 according to their respective shares. The plaintiff's share in the said estate is 3/24th. The defendant No. 1's share is 14/24th and that of defendant No. 2's is 7/24th.

33. The defendant No. 3 the said Saheba Khatoon has no interest in the said estate but the plaintiff has impleaded her as a party defendant in as much as the said Shaheba Khatoon claims to be the widow of the said Prince and also is in possession as the plaintiff believes of a large portion of the movable properties left by the said Prince and the said Saheba Khatoon is accountable for the same and also because the aforesaid two pro-notes of Rs. 25,000 each deposited in Court are falsely claimed by her.

34. The plaintiff's cause of action arose within the jurisdiction of this

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1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

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Court on the 30th January, 1919 and continues from day to day and is not barred by the law of limitation.

35. For the purpose of jurisdiction, the suit is valued at Rs. 15,00,000 which is the the present value of the estate.

The plaintiff therefore prays :

(*a*)—That a Receiver be appointed to take charge of the estate left by the said Prince.

(*b*)—That the said estate should be ascertained and administered by and under the direction of this Court and accounts be taken of the properties of the deceased.

(*c*)—For a declaration that the aforesaid Deed of Wakf is bad in law and inoperative.

(*f*) ?—That the said Deed of Wakf be set aside and the same may be ordered to be delivered up for cancellation.

(*g*)—For a declaration that the aforesaid lease for 60 years granted by the defendant No. 1 to the defendant No. 4 be declared to be null and void and that the same may be delivered up for cancellation.

(*h*)—For a decree for the aforesaid dower.

(*i*)—For an injunction restraining the said Saheba Khatoon from dealing with or disposing of the Government securities mentioned in para 10 hereof and the jewellery immovable properties mentioned in para 2 hereof.

(*j*)—For an injunction restraining the defendant Mirza Mahommed Said Ali from letting out or otherwise disposing of the alleged Wakf properties.

(*k*)—For a declaration of the respective shares of the plaintiff and of the defendants Nos. 1 and 2 in the said estate as heirs of the late Prince for partition after administration.

(*l*)—For appointment of a competent commissioner to effect the partition by metes and bounds.

(*m*)—For costs of and incidental to this suit and for such further and other reliefs as the Court may deem proper in the premises.

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Schedule A.

Plaintiffs' Exhibit.

Ext. 14— Certified copy of plaint in Title Suit No. 158 of 1920 48 of 1927 of the 1st Court

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List of immovable properties left by Prince Kamar Kader Mirza Mahammad Abed Ali.

1—Premises No. 123 Circular Garden Reach Road, that is to say one piece of Lakheraj Sidh Niskar Darpan Bastu or homestead land consisting by estimation of 7½ Cottas more or less together with two-storeyed buildings, outer buildings, courtyard, stable compound walls etc. known as Khusro Manzil, together with ways, passages, drains, sewers, water pipes, cisterns, all powers and rights and all rights of easement, which appertain to the premises or in any way attached to it wherewith generally possession and occupation are enjoyed or are considered included or appurtenant thereto, (namely) premises No. 123 Circular Garden Reach Road, Kidderpore, Ward No. 25 in the Suburbs of Calcutta, Thana Watgunj, Sub-Registry Alipore, Perganah Magura, District 24-Perganas, bounded on the North by premises No. 121 Circular Garden Reach Road, on the West by Gurbari Lane, on the South by premises No. 122 Circular Garden Reach Road, and on the East by Circular Garden Reach Road.

2—Premises No. 122 Circular Garden Reach Road, that is to say one piece of Darpan land situated in Kidderpore, Thana Watgunge, Sub-Registry Alipore, Pargana Magura, District 24-Parganas consisting by estimation of 3 Cottas 3 Chittaks 29 square feet plus a fraction bounded and butted on the North by premises No. 123 Circular Garden Reach Road, on the West and South by Gurbari Lane, on the East by Circular Garden Reach Road. This piece of land is in the occupation of tenant on monthly Motaharfa, namely premises No. 122 Circular Garden Reach Road, Ward No. 25 together with drains Tatti, ways and passages, powers and rights of easement of all kinds which appertain or are attached in any way to the premises or wherewith generally possession and occupation are enjoyed, or which are considered appurtenant to or included in the same.

3—Nos. 121/1 and 121/2, Circular Garden Reach Road, that is to say, one piece of Lakheraj Basti or homestead land situate in Kidderpore Uryapara, Thana Watgunge, Sub-Registry Alipore, Pargannah Magura, District 24-Parganas consisting according to measurement of 3 Cottas 13 Chattaks 22½ square feet and butted and bounded on the North by Gurbari Lane, on the East by Circular Garden Reach Road, on the South by land of block No. 3 of the Beteoora map in Suit No. 63 of 1894 of the Court of the Sub-Judge, Alipore, on the West by land of block No. 4 of the said map. This piece

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of land is block (illegible) or the aforesaid map and in acceptance of tenant of monthly Motaharfa, namely premises Nos. 121/1 and 121/2 Circular Garden Reach Road, Ward No. 25 together with all passages, ways, power, rights of easements and rights of all kinds which appertain or are attached in any way to the said piece or parcel of land or generally possession and occupation is enjoyed wherewith or are considered included in or appurtenant to the same.

4—Premises Nos. 120 and 120/1 Circular Garden Reach Road, that is to say, one piece or parcel of Lakheraj Basti land situate in Kidderpore, Thana Watgunge, Sub-Registry Alipore, Pergunnah Magura, District 24-Parganas, consisting by estimation of one Bigha and bounded on the North by partially by the land of Motilal Das and partially by the land of Bhusan Chandra Sao, on the East by Modi and after that the buildings of Sarat Chandra Hazra and others, on the South by Circular Garden Reach Road, on the West by the land of Sarbeswar Chandra Chandra, namely premises Nos. 125 and 125/1 Circular Garden Reach Road, Ward No. 25 which piece of land is in the occupation of the tenant on monthly Motaharfa, together with all ways, passages, powers and rights of easements and rights of all kinds which appertain or in any way attached to that piece or parcel of land or wherewith generally possession and occupation is enjoyed or which are considered included in or appurtenant to the same.

5—Premises Nos. 115, 115/1 and 115/2 Circular Garden Reach Road that is to say one piece or parcel of Lakheraj Basti land, situate in Kidderpur, Thana Watgunge, Sub-Registry Alipur, Pergana Magura, District 24-Parganas consisting by estimation of one Bigha and bounded on the North by Sarkaronka (?) and the land of the Raja of Bhukoilash, on the East by drain and after that the land of Hari Mohan Das now of Faquir Mohammad and others, on the West by the house of Jagadamba Bewa deceased and joint passage, on the South by Circular Garden Reach Road, namely premises No. 115 Garden Reach Road Ward No. 25 which piece or parcel of land is in occupation of tenant on monthly Motaharfa together with one brick-built one-storied building with courtyard, compound walls, drains, ways and passages, water pipes, cisterns all kinds of powers and rights of easement which in any way appertain to or attached to the premises and land or wherewith generally possession or occupation is enjoyed or which are considered included in or appurtenant to the same.

6—Four annas share of premises No. 36 Circular Garden Reach Road that is to say the undivided Haveli or house of European style

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together with outer buildings courtyard, godown etc. being formerly premises No. 35 now 36 Circular Garden Reach Road, Ward No. 24 situate in Kidderpur, Thana Ekbalpur, Sub-Registry Alipur, Pargana Magura, District 24-Parganas consisting by estimation of 16 Cottas 10 Chittaks 12½ Gondas Basti land under in which 12 Cottas 15 Chittaks is Lakhiraj and 3 Cottas 11 Chittaks 12½ Gandas is Shaheban Bagicha and Darpan land and for which an annual fixed Jumma of Rs. 4-4-3½ Gandas has to be paid into the Sherishta of Panchannagram appertaining to the Collectorate of 24-Parganas bounded on the North partially by Circular Garden Reach Road and partially by No. 33 Circular Garden Reach Road, on the West by Koylasarak Road, on the South by Pipe Road, on the East partially by No. 16 Pipe Road and partially by the Raiyati land of Rahim Ostagar and partially by No. 35 Circular Garden Reach Road, together with Tatti, drains, sewers, ways, passages, water pipes, cisterns, all powers and rights of easement which are appurtenant to the said Haveli land or premises or are in any way attached to the same or generally with which possession and occupation are enjoyed or which are considered included in or appurtenant to the same.

7—Premises Nos. 6 and 7 Koylasarak Road and No. 3 Koylasarak Lane that is to say one piece or parcel of Lakheraj Raiyati land formerly Nos. 3, 6 and 7 Koilasarak Road now No. 3 Koilasarak Lane and Nos. 6 and 7 Koilasarak Road, Dehi Kidderpur and Kumedan Bagan, Kismut Ekbalpur, Thana Ekbalpur, Sub-Registry Alipur, Pargana Magura, District 24-Parganas consisting according to measurement of 11 Bighas 6 Cottas 5 Chittaks and 15 square feet butted and bounded on the North by Koylasarak Road, on the South partially by the Raiyati house of Samoo Sarkar and partially by the Raiyati land of Mohamed Jotwalla, on the East by partially by a passage and partially by the Raiyati house and land of Bhuban Mandal and on the West by Koylasarak Road.

8—Premises No. 11 Koylasarak Road that is to say one piece or parcel of Lakheraj Raiyati Jaidad and premises consisting by estimation of 2 Bighas 16 Cottas 6 Chittaks and 27 square feet more or less Lakheraj Nos. 45 and 477 Register C of the Collectorate of 24-Parganas formerly No. 11/1 and now No. 11 Koylasarak Road, Dehi Kidderpur, Thana Ekbalpur, Sub-Registry Alipur, District 24-Parganas bounded and butted on the North by partially by the Debutter land of the Bhukailash Raj Estate, partially by the public Naya Sarak Road and on the South by the Ekbalpur Road, on the East by Koylasarak Road and on the West by the Debuttar land of the aforesaid estate.

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9—Premises Nos. 28, 35, 31, 32 and 32/1 Kumedan Bagan Road that is to say one piece or parcel of Lakheraj land consisting by estimation of 3 Bighas 3 Cottas 6 Chittaks 24 square feet formerly premises Nos. 28/1, 35, 31, 32 and 32/1 Kumedan Bagan Road now premises Nos. 28, 35, 31, 32 and 32/1 Kumedan Bagan Road situate in Kidderpur, Kumedan Bagan, Thana Ekbalpur, Sub-Registry Alipur, Pargana Magura, District 24-Parganas butted and bounded on the North by the land and house of Sarbeswar Chandra Chandra and Dent Mission Road, on the East by drain, on the South by Municipal drain, on the West by the land of Atal Behary Addy.

10—Premises No. 3 Ekbalpore Road that is to say one piece or parcel of Lakheraj land consisting by estimation of (?) Bigha butted and bounded on the North by No. 6 Koylasarak Road which piece or parcel of land is in the occupation of tenant on monthly Motaharfa together with maidan, Tatti, drains, Jhari, passage, tank, passage for water, Nala all kinds of rights of easement and all rights which in any way appeartain or are attached to the said piece of land or wherewith generally possession and occupation are enjoyed or which are considered included in or appurtenant to the same.

11—Premises No. 7 Ekbalpore Road that is to say one piece or parcel of Lakheraj land consisting by estimation of one Bigha butted and bounded on the North by Kaloo Munshi's land, on the East by No. 15 Ekbalpur Road, on the South by Ekbalpur Road, on the West by the land of Hari Mukerji which piece or parcel of land is in the possession of tenant on monthly Motarfa together with maidan, Tatti, drains, Jhari, water-pipe, Nala, passages, rights of easement and all rights which in any way appertain or are attached to the said piece or parcel of land or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

12—Premises No. 10 Ekbalpore Road that is to say one piece or parcel of land consisting by estimation of 15 Cottas on one portion whereof are dilapidated houses together with outhouses, courtyard walls &c. butted and bounded on the North by the house of Munshi Kala Mian, on the East by Dent Mission Road, on the South by Ekbalpur Road and on the West by No. 7 Ekbalpur Road together with maidan, Tatti, Nali, Jhari, ways and passages drains, Nalas together with powers and rights of easement and rights of all kinds appurtenant to or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

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13—Premises No. 68 Ekbalpur Road that is to say one Haveli house and dwelling house with out-houses, courtyard etc. appertaining thereto together with Thati, Lakheraj consisting by estimation of 14 Cottas, Ward No. 24 situate in Kidderpur, Thana Ekbalpur, Sub-Registry Alipur, Pergana Magura, District 24-Parganas butted and bounded on the North by Ekbalpur Road, on the East by the land of Babulal, on the South by the land of Babulal, on the West by the house of Abdul Hamid, hide merchant together with privy, Nali, ways and passages, drains and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto, or wherewith possession and occupation is generally enjoyed or which are considered included in appurtenant to the same.

14—Premises No. 18 Ekbalpur Road that is to say one piece or parcel of Lakheraj land situate in Ekbalpur Lane, P. S. Ekbalpur, Sub-Registry Alipur, Pergana Magura, District 24-Parganas consisting by estimation of 6 Cottas 6 Chittaks together with one building of the European style on the same together with out-houses and courtyard butted and bounded on the East by the house of Tabrez Molla Raiyat now No. 19/1 Ekbalpur Road, on the West by passage way, on the North by the tank of Manailal Rajak Raiyati *viz.* No. 17 Ekbalpur Road, on the South by Ekbalpur Road together with dilapidated building, maidan, ways and passages, privy, Nali and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

15—Premises No. 1 Mominpur Road that is to say one piece or parcel of Lakheraj land situate in Ekbalpur, P. S. Ekbalpur, Sub-Registry Alipur, Pergana Magura, District 24-Parganas consisting by estimation of 8 Cottas butted and bounded on the North by Ekbalpur Road, on the East by Takhta of Athkatti, on the South by the house of Tula Ram Das, on the West by Mohanpur Road together with maidan, privy, Jhari, drains, ways and passages and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

16—Premises No. 35 Mominpur Road that is to say one piece or parcel of Lakheraj land situate in Ekbalpur, P. S. Ekbalpur, Sub-Registry Alipur, Pergana Magura, District 24-Parganas containing by estimation of 15 Cottas 15 Chittaks 13 Gondas 1 Cowri 1 Kranti bounded and bounded (?) on the North by No. 36

Plaintiffs' Exhibit.

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Mominpur Road, on the West by Mominpur Road, on the South by Ekbalpur Lane, on the West by public drain and after that the land of Kanai Rajak together with maidan, tank, ways and passages, privy, Nali and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

17—Premises No. 7 Ekbalpur Lane, that is to say one Haveli house and dwelling house together with out-houses and courtyard etc. appertaining thereto together with Tahti, Lakheraj land containing by estimation 12 Cottas, Ward No. 24 situate in Ekbalpur, P. S. Ekbalpur, Sub-Registry Alipur, Pergana Magura, District 24-Parganas butted and bounded by the North by the land of Sharfuddin, on the East by No. 8 Ekbalpur Lane, on the South by Ekbalpur Lane, on the West by the brick-built house of Ramzen Karawalla together with privy, Nali, ways and passages, drains and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered in or appurtenant to the same.

18—Premises No. 8 Ekbalpur Lane, that is to say one piece or parcel of Lakheraj Brahmatter land situate in Ekbalpur, P. S. Ekbalpur, Sub-Registry Alipur, Pargana Magura, District 24-Parganas containing by estamation 14 Cottas bounded and butted on the South Ekbalpur land, on the East by lane for passage, on the West by No. 7 Ekbalpur Lane, on the North by Municipal land (and) the land of Gulam Rahman Butler together with tank, maidan, trees, ways and passages, privy, Nali and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

19—Premises Nos. 55/1 and 55/1/1 Diamond Harbour Road, Ward No. 24 situated in Rasta Barasat *alias* Mominpur, P. S. Ekbalpur, Sub-Registry Alipur, Pargana Magura, District 24-Parganas butted and bounded on the North by the land of Bhola Nath Shah belonging to the Bhukoilash Ghoshal estate the Mourashi Mokorari land of Pran Kristo Ghose and godown, on the South by the Raiyati land of Bama Sundari whereon their (?) is Khola structure, on the West by the land of Jeolal Chamar now Hiro Muchi's land, on the East by Diamond Harbour Road together with compound walls, Tatti, Nali, ways and passages Nabdar and powers and right of easement and rights of all kinds appurtenant

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or attached in any way thereto or wherewith possession and occupation is generally enjoyed or wherewith considered included in or appurtenant to the same.

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20—Premises No. 28, Ram Kamal Mukerjee Street that is to say one piece or parcel of Lakheraj Bazyafti Mourashi Mokorari land, situated in Kidderpur Ram Kamal Mukerjee Street, P. S. Watgunge, Sub-Registry Alipur, Pergana Magura, District 24-Parganas containing by estimation 1 Bigha 16 Cottas now measuring 1 Bigha 12 Cottas 16 Chittaks according to Mr. Smart's map butted and bounded on the North by Municipal drain after that Ram Kamal Mukerjee Street, on the East by the house and drain by Bhagwan Chandra deceased the dwelling house of Brindaban Chandra Nath Singh the Raiyati house of Bisto Chandra Das the land of the Ghoshals of Bhukoilas and Raiyati house of Abdul Aziz known as No. 2 Pitambar Sarkar Lane, on the West by the house and land of Abdul Aziz and Pitambar Sarkar Lane together with maidan and way and passages, Tatti Nali and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto wherewith possession and occupation is generally enjoyed or which are included in or appurtenant to the same.

21—Premises Nos. 14 and 14/1 Watgunge Street that is to say one piece or parcel of permanently settled land being Holding No. 45 containing by estimation 4 Bighas 15 Cottas 5 Chittaks bearing an annual general revenue Rs. 16-10-3 and Holding No. 7 containing by estimation 15 Cottas 13 Chittaks 12 Gondas 1 Cowri bearing an annual revenue of Rs. 4-5-6 Khas Mehal Touzi No. 1575 known as Saheban Bagicha situate in Watgunge Street, Kidderpur, P. S. Watgunge, Sub-Registry Alipur, Pargana Magura, District 24-Parganas in all measuring by estimation 5 Bighas 7 Cottas of permanently settled lands butted and bounded on the South by Watgunge Street, on the North by..... and West by the Kothi of Chin Saheb, on the East by the land of Ghoshals, together with maidan, ways and passages, Tatti, Nali and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

22—Premises No. 36 Watgunge Street that is to say one piece or parcel of Mourashi Mokorari land Khas Mahal Touzi No. 1575 Saheban Bagicha situate in Watgunge Street, P. S. Watgunge, Sub-Registry Alipur, Pargana Magura, District 24-Parganas containing by estimation 1 Bigha 4 Cottas 15 Chittaks 12 Gondas

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2 Corries for which an annual rent of Re. 1-13-6 has to be paid to Ashutosh Deb and Kowla Nath Deb butted and bounded on the North by Watgunge Street, on the South by Garden land of Tarapada Ghose and Denonath Mukerjee deceased, on the East by the land of Peary Lal Mandal and others now of Tarapada Ghose and Dinanath Mukerjee deceased, on the West by the land of Jagat Krista Haldar now of Sheikh Ismail deceased together with maidan, ways and passages, Tatti, Nali and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

23—One piece or parcel of Sidh Nishkar or valid Lakheraj land situate in Mouza Russa Chandpur, P. S. Sadar Tollygunge, Sub-Registry Alipur, District 24-Parganas containing by estimation 5 Bighas 10 Chittaks butted and bounded on the North by Pakkasarak leading up to Bara Mahal, on the West by Russa Pagla Road, on the South by the brick-built wall of the garden of Sahebzada Anwar Saheb deceased now belonging to Nawab Sultan Alum Saheb (and) property No. 32 of this deed (*sic*) together with maidan, ways and passages, Nali and powers and rights of easement and rights of all kinds appurtenant or attached thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

24—One piece or parcel of Sidh Nishkar or valid Lakheraj situate in Chandpur Bara Mahal, P. S. Saddar Tollygunge, Sub-Registry Alipur, 24-Parganas District former No. 189 then No 233 Chandpur Bara Mahal now No. 308 containing by estimation 19 Cottas 13 Chittaks together with a brick-built two-storied house, godown and compound walls which stand on one portion of the same butted and bounded on the North by the land of Sahebzada Mohammad Shikoh after that Sahebzada Akbar Sikoh etc., Road up to Bara Mahal, on the West by property No. 31 of the deed, on the south by the tank of Sahebzada Nasiruddin Haidar, on the East by the stables and Mosque of Sahebzada Nasiruddin Haidar together with maidan, ways and passages, Tatti, Nali and powers and rights of easements and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

25—One partly Pucca and partly Kutcha house with land situate in Mahalla Golagunj in the City of Lucknow containing by estimation 4 Cottas more or less bounded on the North by the house of

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Nadir Saheb, on the South by the house of Karim Saheb, on the West by Municipal Lane, on the East by the house of Chowdhury Saheb, the house of Mirza Hossain Saheb and the Imambara of Daroga Hossain.

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26—One patially Pucca and partially Kutcha house with land and situate in Mansur Nagar in the City of Lucknow containing by estimation 6 Cottahs, on the North by the land of Kasmiris, on the South by garden of Baddan Saheb, on the West by the land and garden of Kashmiris, on the East by Topiwaliki Gulee.

27—One garden with land situate in Kalapahar in the City of Lucknow containing by estimation 105 Bighas 10 Cottas bearing Nos. 16 to 415/1 better known as Phuta Bagh close to Kalapahar Mouza Bhawar Pargana and Pashil (?) Lucknow P. S. Saddatgunj, Sub-Registry Lucknow, District Lucknow, bounded on the North by Bamna Mouza land of Babu Sri Ram, on the East, West and South by the land of Mothi and the land of Pasi Machijot.

28—One piece of Lakheraj land containing 6 Cottas more or less situate in Matiaburuz adjacent to the Makbera of Hossain Abad, P. S. Mochikhola, Pargana Magura, Sub-Registry Alipur, District 24-Parganas, bounded and butted, on the North by the aforesaid Makbera, on the South by the Circular Garden Reach Road, on the West by the aforesaid Makbera Haider (*sic*), on the East by the brick-built wall.

29—Premises No. 27 Circular Garden Reach Road that is to say Pucca Haveli or dwelling house built in European style together with that piece or parcel of land whereon the house is built containing by estimation 16 Cottas more or less situate in the suburbs of Calcutta P. S. Ekbalpur, Sub-Registry Alipur, Pargana Magura, District 24-Parganas, Ward No. 24, butted and bounded on the North by Circular Garden Reach Road, on the East by No. 26, Circular Garden Reach Road, on the South and West by No. 28 Circular Garden Reach Road.

30—Premises No. 11, Garbari Lane that is to say one Haveli and Pucca dwelling house together with out-houses and courtyard etc. appertaining thereto together with the Lakheraj land under the same containing by estimation 2 Bighas formerly bearing Nos. 10 and 11 Garbari Lane now only No. 11 Garbari Lane, Ward No. 25 known as Jamun Kothi situate in Kiddirpur Garbari Lane, P. S. Watgunge, Sub-Registry Alipur, Pargana Magura, District 24-Parganas, butted and bounded on the North by the land of

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Plaintiffs' Exhibit.

Ext. 14—Certified copy of plaint in Title Suit 158 of 1920 No. 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

Naboo Kristo Ani deceased, on the East by the Raiyati house of Aghore Nath Mukherjee, on the South by the Raiyati house of Mani Lal Banerjee and others, on the West by Garbari Lane together with Tatti, Nali, ways and passages drains and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

31—Premises No. 60 Ballygunge Circular Road that is to say one piece or parcel of Lakheraj Cantonment land being holding No. 61L, Sub-Division 4, Division Panchannogram situate in Ballygunge, P. S. Ballygunge, Sub-Registry Alipur, District 24-Parganas containing by estimation 6 Bighas 13 Cottas 14 Chittaks together with one Pucca two-storied house which is built on a piece of the same, butted and bounded on the North by and West by the land of the Cantonment, on the East by the Government Cantonment land and No. 29 Ballygunge Circular Road, on the South by Ballygunge Circular Road being formerly No. 5 now No. 60 Ballygunge Circular Road together with maidan, Tatti, Nali and powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

32—Jaigirs of Nawab Fuqur Mehal in the Districts of Barabanki and Pratapgarh (Oudh).

33—Premises No. 1 Dent Mission road that is to say one brick-built Haveli house or dwelling house together with one piece or parcel of Mourashi Mokarari land consisting by estimation of 4 Cottas the annual Juma whereof amounting to Re. 1/18 Gondas has to be paid to Bama Sundari Debi and others being premises No. 1 Komedanbagan (?) Road now No. 1 Dent Mission Road situate in Kidderpur, Thana Watgunge, Sub-Registry Alipur, Pargana Magura, District 24-Parganas, bounded and butted on the North by the house and land of Kedar Nath Das, on the West by premises No. 2 Dent Mission Road, on the South by Komedan Bagan Road now Dent Mission Road, on the West by the house and land of Kedar Nath Das and public road.

34—Premises No. 50/2 Dent Mission Road that is to say a piece or parcel of Lakheraj land containing by estimation of 13 Cottas Ward No. 24, Kidderpur, Thana Ekbalpur, Sub-Registry Alipur, Pargana Magura, District 24-Parganas, butted and bounded on the North by the land of Ismail, on the East by Dent Mission Road, on the South by passage and on the West by the land of Ismail.

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Schedule B.

Plaintiffs' Exhibit.

Ext. 14—Certified copy of plaint in Title Suit 158 of 1920 No. 48 of 1927 of the 1st Court 1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

List of immovable properties belong to the plaintiff but fraudulently entered in the Wakfernama dated :—

1—Premises Nos. 1/1, 2, 2/3 and 2/4 Bhukailash Road, 17, 18, 18/1 Koilasarak Road, 45 Circular Garden Reach Road that is to say one piece or parcel of valid Lakheraj free from Raiyati rent land No. 477, 4/5C Register formerly premisess Nos. 1, 2 and 2/2 and now 1/1, 2, 2/3 and 2/4 Bhukailash Road, 17, 18 and 18/1 Koilasarak Road and 45 Circular Garden Reach Road, Dehi Kidderpur and Komedan Bagan, Kismat Kidderpur (illegible Mistri), Thana Ekbalpur, Sub-Registry Alipur, Pargana Magura, District 24-Parganas consisting according to measurement of 18 Bighas 8 Cottas 10 Chittaks 4 sq. feet bounded and butted on the North by partially by the boundary stone of the Calcutta Municipal Corporation partially by the dwelling house and land of Batta Krista Saha and Bir Chandra Saha partially by (illegible) and the land of Batta Krista Saha partially by the Debutter land and on the South by the Debutter land of the estate of Raja Kali Sankar Ghosal partially by Naya Sarak, partially by the Raiyati land of Kali Chand Jana and Kalia Bibi, on the East by Municipal drain and Koilasarak and on the West by Bhukailash Road.

2—Premises No. 4 Kailasarak Road and No. 1/1 Koilasarak Lane, that is to say one piece or parcel of Sidh Nishkar now No. 4 Koilasarak Road and No. 1/1 Koilasarak Lane, Ward No. 24, Kidderpur Komedan Bagan, Kismat Ekbalpur and Jagat Bir, Thana Ekbalpur, Sub-Registry Alipur, Pargana Magura District 24-Parganas consisting of 7 Bighas 4 Cottas 5 Chittaks 27 sq. feet bounded and butted on the North by the boundary stone of the Calcutta Municipal Corporation and surplus land, Raiyati land and Debutter land aforesaid on the West by ———.

3—Premises No. 12 Ekbalpur Road that is to say one Haveli house and brick-built dwelling house together with out-houses, courtyard etc. appertaining thereto together with Tahti Lakheraj land consisting by estimation of 6 Cottahs, Ward No. 24 Parganas butted and bounded on the North by the land of Maharaboo and Raihatti land, on the East by lane or passage after that No. 18 Ekbalpur Road, on the South by Ekbalpur Road, on the West by the house of Tularam together with privy, Nali, ways and passages, drains, powers and rights of easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

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Plaintiffs' Exhibit.

Ext. 14—Certified copy of plaint in Title Suit 158 of 1920 No.—— 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

4—Premises No. 36 Mominpur Road that is to say one Haveli and dwelling house together with out-houses, courtyard etc. appertaining thereto together with Tahti Mourashi Mokurari land containing by estimation of 1 Bigha 1 Cotta 4 Chittaks 13 Gondas 1 Cowri and 1 Kranti on a portion whereof the said building is erected namely No. 36 Mominpur Road, Ward No. 24 situate in Ekbalpur, P. S. Ekbalpur, Sub-Registry Alipur, Pargana Magura, District 24-Parganas butted and bounded on the North by the Raiyati land of Kanai Rajak, on the East by Mohanpur Road, on the South partially by Ekbalpur Lane and partially by No. 35 Mominpur Road, on the West by Raiyati land of Kanai Rajak together with privy, drains, ways and passages and powers and rights of easements and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

5—Premises No. 28 Circular Garden Reach Road that is to say one piece or parcel of Lakheraj land situate in Kidderpur, P. S. Watgunge, Sub-Registry Alipur, Pargana Magura, District 24-Parganas, Ward No. 24 containing by estimation 2 Bighas 8 Cottas together with one two-storied building, out-houses, garden, courtyard, compound walls butted and bounded on the East by 27 Circular Garden Reach Road, on the North by Circular Garden Reach Road, on the West by Lane, on the South by the land of Bhukailas together with outer buildings, courtyard, compound walls, Tatti, Nali, drains, water pipes cisterns and powers and rights of all easement and rights of all kinds appurtenant or attached in any way thereto or wherewith possession and occupation is generally enjoyed or which are considered included in or appurtenant to the same.

6—Premises No. 2, Dent Mission Road, being Lakheraj land situate in Komedan Bagan Road, Kidderpur, Thana Watgunge, Sub-Registry Alipur, Pargana Magura, District 24-Parganas, 8 Cottas by estimation, formerly No. 2 Komedan Bagan Road now No. 2 Dent Mission Road, Ward No. 25 to get (*sic*) Pucca lower roomed dwelling house and out-house butted and bounded on the North by the No. 1 Dent Mission Road and house of Kedar Nath Das, on the West by Komedan Bagan Road now Dent Mission Road, on the East by the tank and compound of Hari Mohan Banerjee, on the south by the land of Bustee of Bhukailash. Amar).

R. 10898.

T. S. 158/20 1st S. J.

Shah Bahoo Nawab
Amir Begum Saheba.
By the pen of
H. A. Khan.

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Schedule C.

Plaintiffs' Exhibit.

Ext. 14—Certified copy of plaint in Title Suit 158 of 1920 No. 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

List of movables left by Prince Kamar Kader Mirza now in the possession of defendants 1 and 3 and curator.

List of articles.

1.	Diamond ring ...	...	1	Very big.
2.	Diamond ring ...	...	1	Big.
3.	Diamond ring ...	...	1	Small.
4.	Diamond ring ...	...	1	Middle size.
5.	Rose coloured diamond ring	...	1	
6.	One emerald ring			Big with diamonds set with emerald.
7.	One emerald ring ...	...	1	Small.
8.	One emerald ring ...	...		Big (Hazrat Akhbar engraved).
9.	Three diamond rings ...	...		
10.	Yakud ring ...	...	1	Big.
11.	Firoza ring ...	...	1	Big.
12.	Zigha with 2 big emerald stones.			
13.	Zigha wlth Yakut and diamond.			
14.	Gold chain set with diamond	...	1	
15.	Gold chain set with emerald and diamond ...	...	1	
16.	Gold chain	...	1	
17.	Gold chronometer open face	...	1	
18.	Gold McCabe watch ...	...	1	

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Plaintiffs' Exhibit.

Ext. 14—Certified copy of plaint in Title Suit 158 of 1920 No. 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

19.	Gold English wath	1	
20.	Gold watches	5	
21.	Silver watches	3	
22.	One gold belt set with diamond.		
23.	One gold belt.		10
24.	Gold Balis (Pattawali) with diamond and emerald settings	8	
25.	Gold Karanful	2	
	(1 pair set with diamond and emerald).		
26.	Udraj with pearls, diamond and emerald ...	2	
27.	Silver-sinis	5	20
28.	Golab-pash	5	
29.	Silver Jumkas.		
30.	Silver Ogalden	2	
31.	Silver Mutkis	1	
32.	1 Embroidered Chaddar	1	30
33.	2 Embroidered Punkhas	2	
	2 Embroidered Namgirs	2	
34.	Post silver Nangira	4	
35.	(Putla) Dolls silver	12	
36.	20 Chillas silver.		40
37.	Silver Eyes	6	
38.	Silver Horse	1	
39.	1 Gold Chilla	1	

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40.	Doll gold		1
41.	Pearl Necklace		1
42.	Gold Churis set with rubies &c.		8
43.	Gold Churies set with diamond		8
44.	Gold ear-ring diamond set		2
45.	Gold Balis with pearls Chattay Nume ...		8
46.	Bijli set with diamond Yaqut and emerald.		
47.	Pearl necklace consisting of 200 pearls ...		1
48.	Gold Nath with 2 pearls and emerald ruby and one Chuni Panna.		
49.	One gold Tika set with diamond and pearls.		
50.	6 pearls of Nath (big)		
51.	4 pearls tied in one gold thread (very big).		
52.	Gold teeth.		
53.	Another silver set of teeth		1
	Furniture of Taziadari.		
54.	Alum (gold)		21
55.	Alum (silver)		87
56.	Pathey (Zardoze) silver and gold embroidered ...		100
57.	Small silver alums		22
58.	Angethi (silver)		6
59.	Silver Hukko		4
60.	Silver Chillim		4
61.	Bidri Hukkah		2

Plaintiffs' Exhibit.

Ext. 14—Certified copy of plaint in Title Suit 158 of 1920 No. 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

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Plaintiffs' Exhibit.

Ext. 14—
Certified copy of plaint in Title Suit 153 of 1920
No. 48 of 1927
of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

62.	Pearl lucket			1
63.	Emerald lucket			1
64.	Gold Lothis armlet set with diamond ...			2
65.	One set of gold button			9
66.	One set of gold button with diamond.			10
67.	One set of Firoza button			9
68.	One cat's eye-ring			1
69.	1 Bundle of pearls			800
70.	Pendants emerald			16
71.	Pukraj gold Firoza and other kinds of rings some with Arabic engravings			200
72.	Armlet (yellow)			2
73.	Armlet (red)			2
74.	Bundle of Nagina (Yaqut) 500 (2 very big).			
75.	Bundle of Nagina (emerald) 300 (2 very big).			
76.	Bundle of Nagina (diamond and Lilas) Do.			30
77.	Gold Bangle(?) set with diamond			2
78.	1 gold belt (matshaped with string diamond) ...			1
79.	Khasdan (silver)			3
80.	Padan (gold)			1
81.	Padan (silver)			1 40
82.	Lutia (silver)			2
83.	Lotus (silver)			2
84.	Big silver plate (Kasati)			2

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Ext. 14—Certified copy of plaint in Title Suit 158 of 1920 No. 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

85.	Sovereigns	2000
86.	Gold Mohurs	100
87.	Dollars	50
88.	2 boxes containing Shawls and other articles of shawl.	
89.	G. P. Notes worth 1 lac 95 thousands out of which 1 lac G. P. Notes deposited with the Nazir Judge's Court, 58 thousand deposited with Mr. Remfry.	
90.	Currency notes.	
91.	A pair of Jasham set with diamond.	
92.	1 gold Hashuli.	
93.	Gold Karas.	
94.	Gold ring set with Nila stones	4
95.	Silver Ogaldan	4
96.	Other silver utensils including cups and glasses ...	50
97.	Swords	4
98.	Aaggonet	1
99.	Arab horses	4
100.	Australian walers	3
101.	Lady Buggy Cart	1
102.	1 country-bred grew (*sic*)	1
103.	1 Austrailan mare	1
104.	Landeauz (old)	1
105.	Landeauz (new)	1

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Plaintiffs' Exhibit.

Ext. 14—Certified copy of plaint in Title Suit 158 of 1920 No.— 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

106.	Office Jaun (old)	1	
107.	Brownberry (new)	1	
108.	Jhar Baitak with 5 candles (white) ...	4	
109.	Kamal Baitak (red)	2	
110.	Do. (green)	2	10
111.	Do. (white)	4	
112.	Do. (big and white)	2	
113.	Mridang (white)	6	
114.	Hanging Jhar (red)	2	
115.	Do. (green)	2	20
116.	Do. (white)	8	
117.	Big hanging Jhar with 40 candles (white) ...	1	
118.	Jhara Handi (white)	10	
119.	Do. (green)	10	
120.	Rs. 4,000 withdrawn by defendant 1 being the pension of the said Prince for the month of January 1919.		30
121.	Chamar silver	2	
122.	Motor car	1	
123.	Embroidered umbrella	1	
124.	Embroidered Chadar for Duldul	1	
125.	Big silver Zari	1	40
126.	Small silver Zari	1	

Besides the above the Prince left behind him bronze and copper utensils, wooden furniture, electric wiring &c. &c. telephone, &c. &c. which are now

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in possession of the Curator appointed in Case No. 12 of 1919, District Judge's Court under Act XIX of 1841.

Plaintiffs' Exhibit.

Ext. 14— Certified copy of plaint in Title Suit 158 of 1920 No. 48 of 1927 of the 1st Court 1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

List of Government Promissory Notes purchased by Prince Kamar Kader in the Benami of defendant No. 1.

14195 of	1842/1843	for	Rs. 50000/-
158300 of	Do.	for	Rs. 10000/-
160995 of	Do.	for	Rs. 1000/-
154602 of	Do.	for	Rs. 500/-
154603 of	Do.	for	Rs. 500/-
155389 of	Do.	for	Rs. 500/-
			Rs. 62500/-

Shah Bahoo Nawab Amir Begum Shah

by the pen of

H. A. Khan.

Verificatian.

The statements contained in paras 1, 2, 3, 4, 5, 6, 7, 9, 13, 14, 18, 22, 26, 27, portion of 29, portion of 30, are true to my knowledge and those contained in paras Nos. 8, 10, 11, 12, 15, 16, 17, 19, 20, 21, 23, 24, 25, 28, portion of 29, portion of 30, 31, 32, 33, 34 and 35 are true to my belief based upon information.

I sign this verification at my residence No. 28, Circular Garden Reach Road, Kidderpore, to-day the 25th of May, 1920 at 10 A. M.

(Seal)

Shah Bahoo Nawab Amir Begum Saheba

by the pen of Hamid Ali Khan.

25th May, 1920.

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Plaintiffs' Exhibit.

Ext. 14— Certified *copy* of plaint in Title Suit 158 of 1920 No. 48 of 1927 of the 1st Court

1st Addl. Court of the Subordinate Judge, 24-Parganas, filed on the 5th May, 1920.

Read over the plaint and explained to the plaintiff who was identified to me by Nawab Hamid Ali Khan *alias* Luddon Agha.

Sd. Satish Chandra Ghosh, Pleader.

(Certified to be a true copy etc.)

Ext. 14 (S. O.)

T. S. 1 and 2 of 1934

on behalf of plaintif No. 2

on 2-4-35.

N. B.,

3rd Addl. S. J.

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Exl. 26(c)—Vakalatnama executed by Nawab Zinnat Ara Zainab Begum alias *Juhi Begum in favour of Mr. Satish Chandra Ghose and others, pleaders in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas. (Certified copy).*

10

(First Sub-Judge's Court

Filed 28th June, 1920

Alipur, 24-Parganas).

20

Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum

By the pen of—

Syed Mohammad Hashem Ali Khan.

Dated 28th June, 1920.

District 24-Parganas.

30

In the First Court of the Subordinate Judge at Chouki Alipore.

Title Suit No. 158 of 1920.

Nawab Shah Bahu(?) Amir Begum Saheba ... *Plaintiff,*

Mirza Mahammad Syed Ali and others ... *Defendants.*

40

In the Court of the 1st Sub-Judge.

Given in writing by Nawab Zinnat Arah Zainab Begum *alias* Juhi Begum, wife of Syed Mahammad Hashem Ali Khan, of No. 2 Dent Mission Road, Thana Watgunge, District 24-Parganas.

Plaintiffs' Exhibit.

Ext. 26(c)—Vakalatnamah, executed by Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mr. Satish Chandra Ghose and others, pleaders in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, filed on the 28th June, 1920. (Certified copy).

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Claim.

Plaintiffs' Exhibit.

Ext. 26 (c)—Vakalatnamah, executed by Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mr. Satish Chandra Ghose and others, pleaders in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, filed on the 28th June, 1920. (Certified copy).

This deed of Vakalatnama is executed to the effect following :—

I appoint the undermentioned pleaders for doing the following works on my behalf in the above case *viz.*, to file necessary papers and documents etc, advance arguments, and make Tadbirs etc., verbally and in writing, and to put in plaints, written statements and applications relating to all matters on signing my name by their pen, to appoint arbitrators with my consent, to compromise the suit, to apply for withdrawal, to withdraw the suit with permission, to bring a fresh suit, to put in statement admitting the claim, to put in money and documents, to take back the documents filed by me on granting receipts under their own signatures, to receive under their signatures all monies due to me in connection with this suit either from the Court or from the treasury or from the debtor or to take cheques or payment orders for those monies and amount of refund on account of stamps (?), in their own names, either before or after decree and to put in applications relating thereto and to grant receipts after accepting the cheques or payment orders, and to execute decrees, make purchase at auction sale and grant receipt after taking delivery of possession of the purchased property and search records for necessary informations on my behalf.

Whatever lawful and necessary acts the said pleaders or any of them would on appearing before the Court do on my behalf, under the aforesaid authority, in connection with this suit and in execution proceedings review, restoration to original number and miscellaneous cases relating to this suit, the same shall be accepted and admitted by me as acts done by myself. To this effect I execute this vakalatnama. Dated the 28th June, 1920.

Names of Pleaders.

Babu Satish Chandra Ghose.

„ Jogesh Ch. Roy Choudhury.

„ Abinash Chandra Das(?)

„ Amulya Krishna Mitra.

„ Annada Charan Sen.

„ Amalendu Sen.

„ Jajneswar Roy.

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Babu Ram Taran Banerjee.

„ Kedar Nath Ash.

„ Abinash Ch. Bose.

„ Atul Krishna Mitra.

Ext. 26(c).

T. S. 1 and 2 of 1934

For plaintiff No. 2

on 18-5-35.

(Sd.) N. Banerjee,

3rd Addl. S. J.

(Certified to be a true copy etc).

Plaintiffs' Exhibit.

Ext. 26 (c)—Vakalatnamah, executed by Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mr. Satish Chandra Ghose and others, pleaders in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, filed on the 28th June, 1920. (Certified copy).

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Ext. 26(a)—Signatures on the Vakalatnamah in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Jndge, 24-Parganas. (Certified copy).

Plaintiffs' Exhibit.

Ext. 26(a)—Signatures on the Vakalatnamah in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 28th June, 1920. (Certified copy).

VAKALATNAMAH.

District 24-Perganas.

1st Court of the Subordinate Judge, 24-Perganas.

Title Suit No. 158 of 1920.

Sd. Abinash Chandra Pal,

Pl. 28-6-20.

Sd. Satya Ranjan Sinha,

Pl. 28-6-20.

Ext. 26(a).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 16-5-35.

(Sd). N. Banerjee,

3rd Addl. Sub-Judge.

(Certified to be a true copy etc.)

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Ext. 26(b)—Endorsement on the back of the Vakalatnamah in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Perganas. (Certified copy).

Plaintiffs' Exhibit.

Ext. 26 (b)—Endorsement on the back of the Vakalatnamah in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 28th June, 1920. (Certified copy).

VAKALATNAMAH.

District 24-Perganas.

1st Court of the Subordinate Judge, 24-Perganas.

T. S. No. 158 of 1920.

Received the Vakalatnamah from Nawab Syed Hashem Ali Khan, husband of the Executant, who, I am satisfied, is authorised to deliver it to me, and accepted.

Sd. Jogesh Chandra Roy Chowdhury,

Pl.

28-6-20.

Ext. 26(b).

T. S. 1 and 2 of 1934

for plaintiff No. 2

on 18-5-35.

(Sd). N. Banerjee,

3rd Addl. S. J.

(Certified to be a true copy etc.)

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Defendants' Exhibit.

Ext. EE—Certified copy of written-statement on behalf of defendant No 1 Mirza Md. Sayed Ali in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 2nd February, 1921.

4. That the suit can not proceed under section 10 of the Civil Procedure Code.

5. This defendant admits the statements made in paras 1 and 2 of the plaint.

6. This defendant denies all the allegations made in para 4 of the plaint. The allegations made by the plaintiff to the custom prevailing in the Royal House of Oudh in the matter of fixing a dower of a Princess always at Rs. 25,00,000 and the allegations that the plaintiff's dower was fixed at Rs. 12,50,000 are absolutely unfounded and false.

7. This defendant admits the statements made in para 5 of the plaint.

8. As to the allegations made in the first portion of para 6, it is true that the father of this defendant had a considerable estate but a long time prior to the death of his father on the 14th of June, 1917, he made a Wakf of his properties of which he was the Mutwalli during his life-time. This defendant admits the allegations made in the last portion of para 6.

9. As to the allegations made in paras 7 and 8 of the plaint, it is true that since Saheba Khatun became the concubine of the Prince who was old and infirm and weak and addicted to intoxicants she began to exercise a great and undue influence over the Prince and gradually came to dominate his will. This defendant denies any other suggestion made in paras 7 and 8.

10. The said Saheba Khatun falsely alleged that she was married to the Prince and she brought a child of another woman and tried to set him up as a son of the Prince born of her womb. In consequence, this defendant was compelled to bring a suit against her and the said child Khurshed Kader for a declaration that the said Saheba Khatun was not the legally married wife of the Prince and the child was not the son of the Prince. The said suit is now numbered as Suit No. 223 of 1917 and is pending in this Court. That the said child died during the pendency of the suit.

11. The statements made in para 9 of the plaint are true except the statement that the Prince bought any Promissory Note in the name of this defendant. Promissory Notes mentioned in schecule D were bought by this defendant with his own money. The Prince had no interest in the same.

12. This defendant admits that the pronotes mentioned in para 10 of the plaint belonged to the Prince and that the endorsement of the same in favour of Saheba Khatun was without any consideration. Saheba Khatun induced the Prince to make a Benami of the G. P. Notes by endors-

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ing the same in her name. The endorsement did not confer any title on the defendant Saheba Khatun.

Defendants' Exhibit.

Ext. EE— Certified copy of written-statement on behalf of defendant No 1 Mirza Md. Sayed Ali in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 2nd February, 1921.

13. That the allegations made in the first part of para 11 are true. The Prince was not an insolvent as suggested in the 2nd part of para. 11. The adjudication order was opposed by the Prince and the order was passed *ex parte*.

14. The G. P. Notes were produced in Court by the Prince who wanted to get the order cancelled on satisfying the dues of all the creditors. The plaintiff was referred to Civil Court as her claim was unfounded.

15. This defendant denies that the plaintiff ever demanded any portion of her dower as stated in para 13 of the plaint nor had she any cause, reason or occasion to do so.

16. This defendant denies that the Prince made a Wakf of his properties with a view to defeat the plaintiff's claim for dower as alleged in para 14 of the plaint and that the plaintiff had no knowledge of the same. The Prince made a valid Wakf of his properties on a proper consideration of all circumstances. He gave effect to his long-standing desire to make a Wakf to provide for the performance of charitable deeds and the maintenance of his children inspite of the evil influence of Saheba Khatun who would have perhaps but for this deed got a conveyance of all his properties from the Prince. The deed was not executed under the influence of any evil advisors of the Prince as untruly alleged. The Prince was perfectly aware of the true nature and purpose of the said deed and the dedication was deliberately made by him according to his own desire.

17. The allegations made in para 16 of the plaint are false. The Wakfnama was acted upon by the late Prince who acted as the Mutwally so long as he lived.

18. This defendant denies the allegations made in para 17 of the plaint. The deed of Wakf contains ample provision for charities and gifts for religion and is perfectly valid and operative in law.

19. This defendant denies the allegations in para 18 of the plaint that the Prince's mind was infirm and that he was incapable of understanding the nature and purport of the deed. On the contrary the Prince was of sound mind and was in full possession of his understanding and he executed the deed on a proper consideration of all the circumstances of the case deliberately to provide for the performance of religious deeds and the maintenance of his family against the evil influence of Saheba Khatun who was dominating over him.

20. The allegations made in para 19 of the plaint are untrue. The

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Defendants' Exhibit.

Ext. EE—Certified copy of written-statement on behalf of defendant No. 1 Mirza Md. Sayed Ali in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 2nd February, 1921.

Prince was not in insolvent circumstances and the application was opposed by him. The adjudication order was passed *ex parte* and the same was subsequently annulled when the creditors obtained full payment of their dues. That the Wakf was not intended to defeat or delay the claims of creditors as untruly alleged and can not be invalid or inoperative on that ground.

21. This defendant denies the allegations made in paras 20 and 21 of the plaint. The plaintiff was not a genuine creditor of the Prince as her claim was false, unjust and without any foundation whatsoever. The Wakf was not intended to defeat her claim. It is perfectly valid and is binding on the plaintiff.

22. This defendant denies the statements made in paragraph 22 of the plaint. The properties mentioned in Schedule "B" belonged to the late Prince and was purchased with his money in the Benam of the plaintiff. The plaintiff has not nor ever had any beneficial interest in the said properties. The said properties have been included in the Wakfnama by the late Prince and they are now in possession of Rai Saheb Sundar Mull, the defendant No. 4, who is the lessee of the Wakf properties. The statement that the said properties are in possession of the plaintiff is untrue.

23. This defendant admits the statements made in paragraph 23 of the plaint. This defendant adds that the said leases were obtained by the said Saheba Khatun by undue influence and that they are void and not binding on this defendant who is the Mutwalli of the Wakf estate.

24. This defendant admits that this defendant as a Mutwalli of the Wakf estate gave a lease of the Wakf properties to Rai Shaheb Sundar Mull for the benefit of the Wakf estate with the sanction of the District Judge. This defendant denies the allegations in paragraph 24 of the plaint that this defendant has not given possession of the Wakf properties to the said lessee and that this defendant has committed a breach of trust in so granting the lease and that the lease was granted at a low rental.

25. That on the death of his father this defendant succeeded to the office of the Mutwalli. This defendant had to meet enormous difficulties in administering the Trust. The defendant Shaheba Khatoon who was a mistress of the Prince set up a lease of the bulk of the Wakf properties purporting to have been granted by the late Prince for a period of ten years commencing from the 12th of June, 1916 at a grossly inadequate rent of Rs. 500 per month and tried to get possession of the Wakf properties on the strength of the said lease which was void and inoperative having been brought about by fraud and undue influence. This lease if it were valid would have left the Wakf estate practically without any income. This defendant also found that to carry out the requisitions of the Calcutla Corporation, to fill

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up tanks, make bustee improvements and do necessary repairs to the buildings and to conduct the litigation against the Wakf estate a large sum of money would be required. This defendant under the circumstances aforesaid granted on the 18th of April, 1920, a lease of the Wakf properties for a period of 60 years at a rental of Rs. 2,500 per month for the first 30 years and Rs. 2,750 per month for the next 30 years and at a selami of Rs. 40,000 to Rai Shaheb Sundar Mull with the sanction of the District Judge of 24-Parganas for the benefit of the Wakf estate. That pursuant to the lease, this defendant has made over possession to the said lessee who is now in possession of the Wakf properties. The said lessee will, if necessary, set aside the lease set up by Shaheba Khatoon the defendant No. 3. The said Shaheba Khatoon moved the High Court against the said order of the District Judge sanctioning the grant of the lease in favour of Rai Shaheb Sundar Mull and the High Court has remanded the case to the District Judge with a direction to dispose of the matter after notice to all interested parties. The High Court has not and could not set aside the lease in the exercise of its Revisional Jurisdiction and the said lessee is still in possession. The said lease has done an immense benefit to the Wakf estate. All pressure on the Wakf estate and the difficulties in administering the same for want of funds have been set at rest by the grant of the lease in favour of Rai Shaheb Sundar Mull who is now responsible for filling up the tanks and carrying out the requisitions made by the Corporation for making necessary repairs and effecting improvements on the properties. The income of the Wakf estate is now secured. The charge that the properties have been let out at a low rental is false and without any foundation. Up till now no higher offers have been made by any body. No higher offers can be obtained from any person acting in good faith far less from a person occupying a position similar to that of Rai Shaheb Sundar Mull.

Defendants' Exhibit.

Ext. EE—Certified copy of written-statement on behalf of defendant No. 1 Mirza Md. Sayed Ali in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 2nd February, 1921.

26. The lease has benefited the plaintiff immensely, as the income of the Wakf properties has been considerably increased and the plaintiff will get much more than she could ever expect under the provisions of the Wakfnama.

27. That this defendant denies the allegations made in paragraph 25 of the plaint. That for reasons stated above the said lease is perfectly valid and the said lease to Rai Shaheb Sunder Mull who is a *bonafide* purchaser for value without notice cannot be set aside according to law.

28. That this defendant denies the allegations made in paragraph 26 of the plaint. That the plaintiff's claim for dower as stated before being unfounded and the properties having been dedicated to God, under a valid deed of Wakf the plaintiff is not entitled to put forward any claim to the said properties except under the provisions made for her in the Wakfnama.

29. That this defendant admits the allegations made in paragraph 27 of

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Defendants' Exhibit.

Ext. EE—Certified copy of written-statement on behalf of defendant No 1 Mirza Md. Sayed Ali in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 2nd February, 1921.

the plaint. The Government Promissory Notes made over by the Prince to Mr. Remfry and those deposited in the District Court of the 24-Parganas, really belonged to the estate of the late Prince and not to the said Shaheba Khatoon.

30. That Mr. Remfry has wrongfully appropriated more money than was really due to him under the terms of settlement accepted by him and has brought an inter pleader suit being suit No. 86 of 1920 against this defendant, the said Shaheba Khatoon and the other heirs of the late Prince. The said suit is now pending in the 2nd Court of the Subordinate Judge of 24-Parganas.

31. That this defendant admits the allegations made in paragraph 28 of the plaint and submits that the two G. P. Notes of Rs. 25,000 each, still lying in deposit in the District Judge's Court really belonged to the estate of the said Prince and not to the said Shaheba Khatoon as wrongfully claimed by her. That this defendant has brought a suit against the said Shaheba Khatoon being Suit No. 223 of 1919 praying for necessary reliefs against her and the said plaintiff has also brought another suit being suit No. 222 of 1919 praying for similar reliefs in which this defendant is also a party. That the said suits are still pending in this Court.

32. That this defendant admits the allegations made in first portion of paragraph 29 of the plaint. That the said Prince died possessed of considerable movable properties and jewellery which were wrongfully misappropriated by the said Saheba Khatoon. That this defendant could only trace the small portion of the same which is now in possession of the curator appointed by the District Judge in Case No. 12 of 1919 under Act XIX of 1865. Some of the articles and jewellery have been pawned and are still lying in deposit at a pawn-broker's shop. That this defendant has recently obtained an order of the District Judge for the sale of the said movables. This defendant denies the allegations that this defendant is in possesion of any movable properties belonging to the late Prince. This defendant has reasons to believe that the plaintiff is in possession of some movable properties and jewellery belonging to the late Prince.

33. This defendant denies the allegations made in the first part of para 30 of the plaint that there are other creditors of the estate besides the plaintiff who claims as a creditor. The plaintiff has no claim as a creditor of the estate and there are no other creditors so far as this defendant is aware.

34. As to the allegations made in the last part of para 30, this defendant states that the plaintiff has no claim as a co-sharer to the properties which

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have been dedicated by the Wakfnama. This defendant admits that in the secular properties left by the Prince, this defendant, the plaintiff (who is his mother) and the defendant No. 2 (who is his sister) are the sole co-sharers. This defendant supports the statement made by the plaintiff that the defendant No. 3 is the undivorced wife of one Emded Ali of Mominpur and that she being merely a concubine of the Prince has no claim whatsoever to the properties left by the Prince nor has she any interest whatsoever in the Wakf estate created by the Prince.

Defendants' Exhibit.

Ext. EE—Certified copy of written-statement on behalf of defendant No 1 Mirza Md. Sayed Ali in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 2nd February, 1921.

35. This defendant denies the allegations made in para 31. The Wakf estate cannot be administered by the Court. This defendant does not admit the correctness of the properties or their descriptions as given in Schedule X(?). The G. P. Notes mentioned in Schedule D belong to this defendant and was not the property of the Prince. The properties in Schedule B belong to the Prince and now forms part of the Wakf estate. The description of the movables of the Prince as given in Schedule C is incorrect and this defendant does not admit the same. That this defendant is not in possession of any of the movable properties stated in Schedule C expect the movables belonging to the Imambarah and the Wakf estate.

36 This defendant denies the allegations made in para 32 of the plaint. The Wakf estate cannot be partitioned nor can any creditor real or imaginary be paid out of the same.

37. This defendant admits the allegations of fact contained in para 33.

38. This defendant denies the allegations made in para 34 of the plaint and states that the plaintiff has no cause of action against this defendant for this suit and that the cause of action did not arise at the time and in the manner alleged.

39. This defendant denies the correctness of the allegations made in para 35 and states that the valuation made by the plaintiff for purposes of jurisdiction is excessive.

40. This defendant submits that for reasons stated above, the plaintiff is not entitled to any of the reliefs claimed in this suit. The plaintiff's suit should be dismissed with costs.

41. This defendant does not admit any of the allegations made in the plaint save those expressly admitted herein and puts the plaintiff to a strict proof thereof.

Verification.

I, Mirza Mohammad Sayed Ali the defendant No. 1 in the above case do declare that the statements con-

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Defendants' Exhibit.

Ext. EE—Certified copy of written-statement on behalf of defendant No. 1 Mirza Md. Sayed Ali in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 2nd February, 1921.

tained in paragraphs 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, 19, 22, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37 of the written statement are true to my knowledge, those contained in paragraphs 12, 14, 18, 20, 21, 23, 28, 36 are true to my knowledge and belief, that in para 13 of the written statement are based upon information and those contained in paragraphs 1, 2, 3, 4, 38, 40, 41 are my submissions to Court and I sign this verification at my residence at 123 Circular Garden Reach Road Kidderpore at 2 P. M. this the 2nd day of February, 1921.

Sd. Mirza Mahammad Said Ali.

(Certified to be a true copy etc.)

(Ext. EE (S. O.) (Original proved).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 16-5-35.

N. B. B.,

3rd Addl. S. J.

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Ext. 28—Certified copy of written-statement on behalf of defendant No. 2 Jinnat Ara Jainab Begum alias *Juhi Begum in T. Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Parganas.* [*With Ext. 26—Signature.*]

Plaintiff's Exhibit.

Ext. 28—Certified copy of written-statement on behalf of defendant No. 2 Jinnat Ara Jainab Begum *alias* Juhi Begum in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Perganas, filed on the 24th January, 1922 [with Ext. 26—signature].

Md. Taqi, agent of Nawab Zinatara Jainab Begum *alias* Joohi Begum,

By

*Sd. Jogesh Chandra Roy-Chowdhury.

*Ext. 26.

T. S. 1 & 2 of 1934,

for plaintiff No. 2 on 16-5-35.

Original proved.

N. B.,

3rd Addl. S. Judge.

(First Subordinate Judge's Court

Filed 24th January, 1922.)

In the Court of the First Subordinate Judge, Alipore,

District 24-Parganas.

T. Suit No. 158 of 1920.

Nawab Shah Bahu Amir Begum ... ... *Plaintiff*

versus

Mirza Mohammad Syed Ali and others ... *Defendants.*

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Plaintiff's Exhibit.

Ext. 28—Certified copy of written-statement on behalf of defendant No. 2 Jinnat Ara Jainab Begum *alias* Juhi Begum in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Perganas, filed on the 24th January, 1922 [with Ext. 26—signature].

Written Statement on behalf of Jinnat Ara Jainab Begum *alias* Juhi Begum, defendant No. 2 in the abovenoted case :—

1. That save and except what is specifically admitted in this written statement this defendant does not admit the truth of any other statements contained in the plaint and puts the plaintiff to strict proof thereof.

2. That the statements contained in paras 1, 2, 3, of the plaint are true. The plaintiff is the sole widow of late Prince Kamar Kader Mirza Mohammad Abed Ali Bahadur and was married to him in or about 1867 according to the rights of the Shia Mohammedans.

3. That the statements contained in para 4 of the plaint are true. So far as this defendant has been able to ascertain on enquiry she has come to learn that the dower of the plaintiff at her marriage with the Prince was fixed at Rs. 12,50,000/- half of which was prompt and the other half was deferred.

4. That the statements contained in para 5 of the plaint are true. This defendant and defendant No. 1 are the sole surviving daughter and son respectively of their father late Prince Kamar Kader.

5. That the statements contained in para 8 of the plaint are true. The father of this defendant died intestate on 31st January, 1919 at the age of over 70 years, leaving a considerable estate consisting of movable and immovable properties within the district of 24-Parganas, and at Lucknow in Oudh. The plaintiff lived with the father of this defendant in peace and happiness all along until about 4 or 5 years before his death when one Saheba Khatun defendant No. 3 a woman of low rank and birth came to live as his concubine.

6. That the statements contained in para 7 of the plaint are true. When Saheba Khatun became the concubine of the said Prince, he was old and invalid and was in the habit of taking opium, cocaine and other intoxicating drugs and thus lost his bodily strength and mental power and was incapable of looking after his own affairs until he died.

7. That the statements contained in para 8 of the plaint are true. This defendant says that defendant No. 3 Shaheba Khatun, taking advantage of the mental and bodily weakness of the said Prince, brought him under her complete control and used to exercise undue influence over him. The said Sahiba Khatun caused him the said prince to leave his family dwelling house

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and his wife and children and to go and live with her, at 11, Garbari Lane Kidderpore. The said Shaheba Khatun now falsely alleges that she was married to the prince and is one of his widows.

Plaintiff's Exhibit.

Ext. 28— Certified copy of written-statement on behalf of defendant No. 2 Jinnat Ara Jainab Begum *alias* Juhi Begum in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Perganas, filed on the 24th January, 1922 [with Ext. 26— signature].

8. That the statements contained in para 9 of the plaint are true. The father of this defendant, the said Prince used to get a pension of Rs. 4,000/- a month from Government and was also possessed of many movable and immovable properties and purchased several G. P. Notes in his name and in the Benami of his son, the defendant No. 1 out of the rents and profits of his immovable properties during his lifetime.

9. That the statements contained in para 10 of the plaint are true. The defendant No. 3 in so dominating over the said prince as aforesaid caused the said Prince in or about the year 1916 to endorse over and to transfer to her some of the said G. P. Notes to the extent of the face value of Rs. 1,95,000/- or more. This defendant submits that such endorsement and transfer of the said G. P. Notes was without any valuable consideration and was effected through undue influence. The said Prince was at the time weak in body and mind and was incapable of knowing what he was doing.

10. That the statements contained in para 11 of the plaint are true. The said defendant No. 3 thus had complete control over all the affairs of the said Prince and caused him great financial loss so that he was adjudicated an insolvent in the Court of the District Judge of 24-Parganas in Insolvency Case No. 10 of 1918.

11. The statements contained in para 12 are true. This defendant has been informed that upon adjudication the receiver appointed in the Insolvency Case was about to take possession of the properties of the said Prince when the defendant No. 3 in order to prevent such attachment deposited in Court a G. P. Note of one Lac of Rupees and paid some of the creditors in full and got the adjudication order annulled.

12. That the statements contained in para 13 of the plaint are true. This defendant has also been informed that the plaintiff demanded from the said Prince by a letter of demand for the prompt portion of her aforesaid dower on the 3rd of June, 1917 but the Prince died shortly after that without satisfying her dower both prompt and deferred.

13. That the statements contained in para 14 of the plaint are true. This defendant believes that in order to defeat the just claims of the plaintiff the

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Plaintiff's Exhibit.

Ext. 28—Certified copy of written-statement on behalf of defendant No. 2 Jinnat Ara Jainab Begum *alias* Juhi Begum in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Perganas, filed on the 24th January, 1922 [with Ext. 26—signature].

said Prince purported to have executed a deed of Wakf of all his immoveable properties on the 17th of June, 1917.

14. That the statements contained in para 15 of the plaint are true. This defendant says that the said Prince was residing with defendant No. 3 at the time when the alleged deed of Wakf was purported to have been executed and registered. She believes that the said deed of Wakf was prepared, executed and registered under the influence of some evil advisers of the said Prince and without his being aware of the true nature and purpose of the deed. 10

15. That the statements contained in paras 16, 17, and 18 of the plaint are true. This defendant says that the said deed of Wakf purported to have been executed and registered was never acted upon during the lifetime of the said Prince and was merely illusory and the gift in the said deed of Wakf for religious and charitable purposes is infinitesimal as compared with other and secular gifts. This defendant also says that the said Prince was not of sound mind and was incapable of understanding the nature and purport of the said deed of Wakf when it was prepared, executed and registered. Hence the said deed of Wakf is invalid, bad and inoperative in law. 20

16. That the statements contained in paras 19, 20, and 21 of the plaint are true. This defendant says that at the time when the said deed of Wakf was executed the said Prince was in insolvent circumstances and the said deed is invalid and inoperative in as much as it was intended to defeat and delay the creditors of the said Prince and should be set aside and cancelled.

17. That this defendant does not admit the correctness or otherwise of the statements contained in para 22 of the plaint and puts the plaintiff to strict proof thereof. 30

18. That the statements contained in para 23 of the plaint are true. The said defendant No. 3 by exercising undue influence caused the Prince to execute without the knowledge of the plaintiff and this defendant two leases in her favour dated 11th January, 1916 and 12th July, 1916 in respect of the several properties afterwards included in the said deed of Wakf. This defendant says that the said two leases are merely illusory and that they were never acted upon. 40

19. That the statements contained in paras 24 and 25 of the plaint are true. This defendant is informed that defendant No. 1 purporting to act as Mutwalli under the said deed of Wakf has executed a lease for 60 years in favour of defendant No. 4 in respect of all the properties mentioned in the deed of

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Wakf. This defendant is also informed that although the said lease has been executed, possession has not yet been given to the said lessee. As the said lease was granted without the consent of the other heirs of the Prince namely, the plaintiff and this defendant, the said lease is invalid and inoperative in law and should be set aside and in instrument given up for cancellation.

Plaintiff's Exhibit.

Ext. 28— Certified copy of written-statement on behalf of defendant No. 2 Jinnat Ara Jainab Begum *alias* Juhi Begum in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Perganas, filed on the 24th January 1922 [with Ext. 26— signature].

20. That the statements contained in para 26 of the plaint are true. The plaintiff has two annas share in the properties left by the said Prince Kamar Kader Mirza.

21. That the statements contained in paras 27 and 28 of the plaint are true. The G. P. Notes deposited by defendant No. 3 in the Court of the District Judge of 24-Parganas as aforesaid really belong to the estate of the said Prince and not to the defendant No. 3. This defendant is also informed that the G. P. Note of the face value of one Lac of rupees deposited in Court was sold and with the sale proceed some of the creditors were paid off and the balance has been converted into several G. P. Notes. This defendant says that they belong to the estate of the said Prince and not to defendant No. 3.

22. That the statements contained in para 29 of the plaint are true. The defendant No. 3 a little before the death of the Prince caused him to be removed to 60, Ballygunge Circular Road where he subsequently died. This defendant says that the Prince died possessed of considerable properties consisting of valuable articles of jewellery which the defendant No. 3 wrongfully retained possession of. The defendant No. 1 also is in possession of certain valuable movable properties belonging to the late Prince.

23. That the statements contained in para 30 of the plaint are true. Besides the plaintiff there are other creditors of the estate. The plaintiff, this defendant and defendant No. 1 are the only co-sharers in the said estate. The defendant No. 3 is the undivorced wife of one Emdad Ali of Mominpur and as such has no claim over the properties left by Prince Kamar Kader Mirza.

24. That the statements contained in paras 31 and 32 of the plaint are true. This defendant says that the estate left by the said Prince should be ascertained and administered and after payment of all the debts of the late Prince the remainder should be partitioned among the co-sharers according to their respective shares. The share of the plaintiff in the said estate is 3/24th, that of defendant No. 1 is 14/24th and that of this defendant is 7/24th and this defendant wants partition of her share in the properties left by the said Prince Kamar Kader Mirza after the estate is administered.

25. Under the above circumstances the plaintiff should get all the reliefs and this suit should be decreed in full.

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Plaintiff's Exhibit.

Ext. 28—Certified copy of written-statement on behalf of defendant No. 2 Jinnat Ara Jainab Begum *alias* Juhi Begum in Title Suit No. 158 of 1920 of the 1st Court of the Subordinate Judge, 24-Perganas, filed on the 24th January, 1922 [with Ext. 26—signature].

That the statements contained in this written-statement are true to my knowledge, information and belief and I sign this verification at my house at 8 A.M. this the 24th day of January, 1921.

Nawab Zinatara Zainab Begum
alias Joohi Bagum,

by the pen of

Sd. Md. Taki,

Agent.

Certified to be a true copy etc.

Ext. 28 (S. O.)

(Original Proved).

T. S. 1 & 2 of 34 for Plaintiff No. 2

on 18-5-35.

N. B.,

3rd Addl. S. Judge.

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Ext. FF(3)—Certified copy of extract from the order-sheet in Title Suit No. 158 of 1921 of the 1st Court of the Subordinate Judge, 24-Perganas.

Defendants' Exhibit.

Ext. FF(3)—Certified copy of extract from the order-sheet in Title Suit No. 158 of 1921 of the 1st Court of the Subordinate Judge 24-Perganas, dated the 22nd March, 1924.

Order-sheet.

1st Court of the Subordinate Judge at Alipore.

T. Suit No. 158 of 1921.

Shah Bahu Nawab Amir Begum ... ... *Plaintiff*

versus

Mirza Md. Syedali ... ... *Defendant.*

Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5
		Extract from the order-sheet.		
*	*	*	*	*
115	22-3-24.	This suit was instituted by the widow of the late Prince Kamar Kader, eldest son of late King Wajid Ali Shah, ex-King of Oudh, for recovery of her dower money alleged to have been fixed at rupees 12½ lakhs and for partition of the estate of the said Prince after administration. There are also prayers for certain declaration, the principal one being to the		

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Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5

Defendants' Exhibit.

Ext. FF(3)—Certified copy of extract from the order-sheet in Title Suit No. 158 of 1921 of the 1st Court of the Subordinate Judge, 24-Perganas, dated the 22nd March, 1924.

effect that a Wakf purporting to have been created by the Prince sometime before his death is invalid and inoperative. During the pendency of the suit the plaintiff purported to transfer by way of mortgage part of her interest in the subject matter of the litigation to one Haji Hafez Ala Buksh who had been financing her for prosecution of the suit. There was an agreement between the plaintiff and the said mortgagee that the latter would have the right to be joined as a co-plaintiff and prosecute the present suit jointly with the plaintiff. On the basis of that agreement the said mortgagee applied to the Court for being joined as a co-plaintiff in July, 1923. The suit was transferred from the 1st Court where it had been instituted, to the Additional Court on the 26th November, 1923. The petition of Haji Hafez Alla Buksh was brought to my notice on the 22nd January last after the plaintiff for whose examination a commission had been issued intimated to the Commissioner that she would not proceed with the suit. It was then

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1	2	3	4	5

urged on behalf of the said mortgagee that he had a right to be joined as a plaintiff and to prosecute the suit even though the original plaintiff did not choose to do so. Thereupon I caused notices to be served on all the parties (including the plaintiff) asking them to state what objections, if any, they had to the prayer of Haji Hafez Alla Buksh being granted. The defendants Nos. 1 and 3 oppose the prayer. It is urged on their behalf that since the original plaintiff has withdrawn, the alleged mortgagee cannot prosecute the suit; that the nature of the interest alleged to have been acquired by him is not such as to entitle him to do so and that whatever may have been the agreement between the plaintiff and the petitioner it could not confer on the latter a right of suit as against the defendants.

It has been argued by the learned Vakil for the defendants Nos. 1 and 3 that the plaintiff having already intimated her desire not to proceed with the suit, it should be treated as withdrawn and the petitioner cannot now be joined as a

Defendants' Exhibit.

Ext. FF(3)— Certified copy of extract from the order-sheet in Title Suit No. 158 of 1921 of the 1st Court of the Subordinate Judge, 24-Perganas, dated the 22nd March, 1924.

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1	2	3	4	5

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co-plaintiff. But there has been no petition to the Court regarding withdrawal and so long as there is no order finally disposing of the suit the petitioner's prayer cannot be said to be too late.

The mortgage by the plaintiff in favour of the petitioner has been proved and the plaintiff does not dispute the *bona fides* of the mortgage even after notice of the petitioner's prayer to be added as a co-plaintiff. The petitioner does not however, appear to be entitled as mortgagee to prosecute the suit in its entirety. Although the mortgage has created a lien on the dower money as against the plaintiff the petitioner cannot as mortgagee claim to recover the same from these defendants. Nor can he claim a partition, being a mortgagee without possession. The suit is one for administration only in name. A creditor, though he may bring an administration suit must bring it on behalf of himself and other creditors. The present suit has not been

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1	2	3	4	5

framed in that way. The petitioner as mortgagee of an alleged creditor of the estate of the deceased Prince Kamar Kader has no right to maintain an administration suit regarding that estate. It is only as regards the prayer for declaration of the plaintiff's share in the properties in suit. Cancellation of the Wakf and the other prayers connected therewith that the petitioner seems to be entitled to prosecute the suit. The Wakf has cast a cloud on the plaintiff's title. The mortgage in favour of the petitioner having been executed during the pendency of the suit he will be bound by the result even if he be not added as a party. The original plaintiff for reasons best known to herself does not seem to be disposed to prosecute the suit. In these circumstances the petitioner would be deprived of all remedy if his prayer for being added as a co-plaintiff were refused. As mortgagee he could ask for a declaration of the mortgagor's title in the

Defendants' Exhibit.

Ext. FF(3)—Certified copy of extract from the order-sheet in Title Suit No. 158 of 1921 of the 1st Court of the Subordinate Judge, 24-Perganas, dated the 22nd March, 1924.

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Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5

Defendants' Exhibit.

Ext. FF(3)—Certified copy of extract from the order-sheet in Title Suit No. 158 of 1921 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 22nd March, 1924.

property mortgaged and there has been such a devolution of interest by the mortgage as given (to ?) the petitioner the right under Order 22, Rule 10 C. P. C. to be brought on the record as a co-plaintiff. The addition of the petitioner as a co-plaintiff would not mean the initiation of any new proceeding on a cause of action that did not exist before. The suit would be the same as originally instituted though it may be necessary to strike out some of the prayers if the original plaintiff expressly intimates to the Court that she is not willing to prosecute the suit. The statement made to the Commissioner cannot be acted upon, since the Commissioner was appointed only for the purpose of taking the plaintiff's deposition and any statement about prosecution or non-prosecution of the suit must be made to the Court direct.

I allow the prayer of the petitioner Haji Hafez Alla Buksh.

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Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5
		Let him be joined as a co-plaintiff	(Sd.) M. N. Dass, Sub-Judge.	

(Certified to be a true copy etc.)

Ext. FF(3).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 16-5-35.

N. B.,

3rd Addl S. J.

Defendants' Exhibit.

Ext. FF(3)—Certified copy of extract from the order-sheet in Title Suit No. 158 of 1921 of the 1st Court of the Subordinate Judge, 24-Parganas, dated the 22nd March, 1924.

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CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. FF(4)—Certified copy of order of the Subordinate Judge, 1st Court, 24-Perganas in Title Suit No. 158 of 1920.

Order-sheet.

Defendants' Exhibit.

Ext. FF(4)—Certified copy of order of the Subordinate Judge, 1st Court, 24-Perganas in Title Suit No. 158 of 1920, dated the 26th November, 1924.

In the Court of the 1st Subordinate Judge, 24-Parganas.

Title Suit No. 158 of 1920.

Haji Ala Buksh—*versus*—Amir Begum and others.

Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5
		Judgment.		
141	26-11-24.	The mortgagee plaintiff's application, dated 2nd July, 1924 for the appointment (?) of a Receiver which was heard on the 22nd instant is taken up for orders. On the 6th January, 1922 when a Receiver was appointed in respect of certain jewelleries and it was observed by the Court that the petition for the appointment (?) of a Receiver in respect of the immovable properties would stand over till the decision of Mis. Case No. 43 of 1920 of the District Judge's Court.		

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Serial number of order or proceeding.	Date of order or proceeding	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5

Defendants' Exhibit.

Ext. FF(4)—Certified copy of order of the Subordinate Judge, 1st Court, 24-Parganas in Title Suit No. 158 of 1920, dated the 26th November, 1924.

That Mis. Case having been disposed of and the proposed lease having been disallowed, the application for the appointment (?) of a Receiver in respect of the immovable properties has been renewed. It is alleged that the defendant No. 1 who is in possession is entirely incompetent to manage the estate, that there has in fact been no management so to speak since he took possession, that the affairs of the estate are in a chaotic condition and that the mortgagee plaintiff whose dues under the mortgage have now amounted to Rs, 53,000 or so would be seriously prejudiced if the estate be allowed to deteriorate.

The application is opposed previously by the defendant No. 1. His principal grounds of objection are (1) that the applicant being a speculator has no *prima-facie* title to the properties and is incompetent to maintain an application for the appointment (?) of a Receiver (2) that there is no mismanagement of the estate

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Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5

under present circumstances and (3) that a Receiver could not manage the estate according to the directions given in the deed of Wakf executed by the Prince.

Defendants' Exhibit.

Ext. FF(4)—Certified copy of order of the Subordinate Judge, 1st Court, 24-Perganas in Title Suit No. 158 of 1920, dated the 26th November, 1924.

The second objection is at the instance of the defendant No. 3 who contends that in case a Receiver be appointed her right in respect of some securities be not affected.

Having heard the learned Vakils representing the parties I am of opinion that this is not a case in which a Receiver should be appointed justly or conveniently. The suit was originally instituted by Amir Begum, the widow of the Prince for the recovery of her dower, for a declaration that the Wakf created by the Prince is invalid and for administration and partition. Subsequently Amir Begum mortgaged her interest to Haji Hafez Buksh. When she failed to prosecute the suit herself Haji Hafez Buksh was (*sic*) or his application was allowed

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Defendants' Exhibit.

Ext. FF(4)—Certified copy of order of the Subordinate Judge, 1st Court, 24-Perganas in Title Suit No. 158 of 1920, dated the 26th November, 1924.

to continue the suit as the plaintiff and Amir Begum were transferred to the category of defendants. Certain prayers with which the mortgagee plaintiff was not concerned were expunged.

Now it appears that in the present suit, the mortgagee plaintiff's position is of a peculiar character. Had he instituted suit for the enforement of his mortgage, there would have been a proper scope for the appointment of a Receiver but in the present suit, the title provided or the mortgage is of an indirect character. It is doubtful if a mortgagee *pendente lite*, of his position should be allowed to disturb the defendant No. 1's possession except on the best of grounds. The fact that a Receiver was appointed in respect of jewelleries does not lend any support to the present application for those are personal properties not covered by the Wakf.

As to the allegation of mismanagement reference is made

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on behalf of the applicant to an order passed by the District Judge. That order no doubt states that the defendant No. 1 as Mutwali proved himself utterly incompetent to manage the estate but there is no reason to find that at present the management is not satisfactory. Shortly after the death of the Prince, various disputes arose not only among the heirs but also with three persons and the Mutwali had to carry on litigation with various persons such a state of things must have entailed some confusion for some time for matter now stand on a different footing. The applicant while making only general allegation of mismanagement has failed to give any specific instance of risk of loss and it does not appear that rents are not being realized, or dues are not being paid or that any premises are dwindling for want of repairs &c. On the contrary it appears that the Mutwali is now acting under the directions of the Board of Directors appointed (?) by the deed of Wakf. In such a state of things, the mortgagee plaintiff whose mortgage does

Defendants' Exhibit.

Ext. FF(4)—Certified copy of order of the Subordinate Judge, 1st Court, 24-Parganas in Title Suit No. 158 of 1920, dated the 26th November, 1924.

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Ext. FF(4)—Certified copy of order of the Subordinate Judge, 1st Court, 24-Parganas in Title Suit No. 158 of 1920, dated the 26th November, 1924.

amount to Rs. 53,000 only need not be anxious for the deterioration if any of an estate worth 15 lakhs.

Moreover it appears from the terms of the deed of Wakf that various religious ceremonies are to be performed. A Receiver would not be able to perform these ceremonies with any advantage. A Receiver if appointed would do very little good, on the contrary a substantial amount would be spent for his appointment. On the other hand the Mutwali (defendant No. 1) acting under the direction of the said Board of Directors would be able to improve the estate. Even apart from the Wakf he has a substantial share in the property (he is the Prince's son) and the person who would be most affected by any mismanagement is he himself. I do not therefore think that he would do anything against his own interest.

The proposed appointment of a Receiver being neither just nor convenient, the mortgagee plaintiff's application in that

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1	2	3	4	5

behalf is rejected. He shall pay Rs. 32 as costs to the defendant No. 1. I do not find it necessary to allow any costs to the defendant No. 3 ... Sd. J. C. Lahiri,

Sub-Judge.

(Certified to be a true copy etc.)

Ext. FF(4).

T. S. 1 and 2 of 1934

for defendants Nos. 3 and 4

on 16-5-35.

N. B.,

3rd Addl. S. J.

Defendants' Exhibit.

Ext. FF(4)—Certified copy of order of the Subordinate Judge, 1st Court, 24-Perganas in Title Suit No. 158 of 1920, dated the 26th November, 1924.

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Ext. 1(a)—Certified copy of decree in Title Suit No. 48 of 1927 of the 1st Court of the Addl. Subordinate Judge, 24-Parganas. (With petition of compromise).

Plaintiff's Exhibit.

Ext. 1(a)—Certified copy of decree in Title Suit No. 48 of 1927 of the 1st Court of the Addl. Subordinate Judge, 24-Parganas, dated the 4th October 1928 (With petition of compromise).

Decree in Original Suit.

(Order 20, Rules 6 and 7, Code of Civil Procedure).

District 24-Parganas.

In the 1st Court of the Addl. Sub-Judge at Alipore.

T. Suit No. 48 of 1927.

The name of the plaintiff Shah Bahu Nawab Amir Begum Saheba widow of late Prince Kamar Kader Mirza Mahammad Abed Ali Bahadur is struck off as per order dated 13th June, 1924 ... *Plaintiff,*

versus

1. Haji Hafej Alla Bux of 78 Collootollah Street Calcutta added as co-plaintiff *vide* order dated 22nd March, 1924 ... ... *Co-plaintiff,*

1. Mirza Mahammad Said Ali son of late Prince Kamar Kader Mirza Mahammad Abed Ali Bahadur of 123 Circular Garden Reach Road, 2. Nawab Zinat Ara Zainab Begum *alias* Jubi Begum wife of Nawab Syed Md. Hashim Ali Khan of 2 Dent Mission Road Kidderpore, 3. Saheba Khatun at present residing at 2 Mullen Street, Ballygunge, 4. Rai Saheb Sunder Mull residing at Creek Row (?) Entally. The defendant No. 5 Shah Bahu Nawab Amir Begum Shaheba, wife of late Prince Kamar Kader Mirza Mahammad Abed Ali Bahadur having been dead the defendants Nos. 1 and 2 are substituted in her (?) place; *vide* order No. 271 dated 14th March, 1928 ... ... *Defendants.*

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Plaintiff's Exhibit.

Ext. 1(a)—Certified copy of decree in Title Suit No. 48 of 1927 of the 1st Court of the Addl. Subordinate Judge, 24-Perganas, dated the 4th October 1928. (With petition of compromise).

This is a suit for administration and partition of the properties mentioned in the plaint after setting aside an illegal Wakfnama.

Claim valued at Rs. 15,00,000.

This suit is coming on this day for final disposal before Babu Kunja Behari Ghosh, Addl. Sub-Judge, Alipur in the presence of Babu Satish Chandra Ghose pleader for the plaintiff, and of Babu Jogesh Chandra Rai Choudhury, pleader for the defendant No. 1, it is ordered and decreed that the suit be and the same is dismissed with costs on compromise against the defendant No. 1 and for non-prosecution against the remaining defendants. The compromise petition is made a part of the decree.

Given under my hand and the seal of this Court, this 4th day of October, 1928.

Sd. B. L. Biswas,

Sub-Judge.

3-12-28.

[Usual notice to take back documents, omitted].

Sd. B. L. Biswas,

Addl. Sub-Judge.

3-12-28.

(Petition of Compromise.)

(1st Addl. Sub-Judge's Court.

Filed

9th May, 1928.

24-Parganas.)

Sd. Haji Hafiz Alabaksh

By

Sd. Jogesh Chandra Roy Chowdhury,

Pleader.

Sd. Mirza Md. Sayedali Bahadur

By

Sd. Syed Ibne Imam.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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In the Court of the First Additional Subordinate Judge, Alipore.

Plaintiff's Exhibit.

Ext. 1(a)—Certified copy of decree in Title Suit No. 48 of 1927 of the 1st Court of the Addl. Subordinate Judge, 24-Perganas, dated the 4th October 1928. (With petition of compromise).

Title Suit No. 158 of 1920, 1st S. J., / 48 of 1927, 1st A. S. J.,

H. H. Ala Buksh ... ... *Plaintiff,*

versus

Mirza Mohammad Said Ali Bahadur and others ... *Defendants.*

The humble petition of the plaintiff H. H. Ala Buksh and the defendant Mirza Mohammad Said Ali Bahadur in the above suit

Most respectfully sheweth :—

1. That the abovenamed plaintiff was substituted as a plaintiff in the above by an order dated 22nd March, 1924 on the strength of a mortgage bond dated 2nd March, 1923 and filed an amended plaint praying *inter alia* that the Wakf created by the late Prince Kamar Kader Mohammad Abed Ali Bahadur by a registered Wakfnama dated 14th day of June, 1917, be set aside and for other reliefs mentioned therein.

2. That the defendant has been contesting the above suit and filed a written-statement therein repudiating all the allegations of the plaint and contending and claiming *inter alia* that the said Wakfnama by which the said Wakf is created is perfectly legal and valid document operative in law and was made by the late Prince Kamar Kader for the purpose of giving effect to his long-standing desire of making a Wakf for the performance of charitable deeds and religious observances and the maintenance of his children.

3. That the plaintiff claims about Rs. 65,000 on his mortgage deed and this defendant has no other alternative but to defend the said suit to save the existence of the Wakf estate is (?) worth several lacs of rupees.

4. That in order to recover his claims under the said mortgage deed dated 2nd March, 1923, the plaintiff who is a monied man started several proceedings in the said suit and took out commission for the examination of a large number of witnesses at Lucknow and this defendant has been contesting all the proceedings has been defending this suit under the great financial stress as on assuming the charge of Mutwalliship this defendant found that a number of title suits were pending in different Courts against

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Plaintiff's Exhibit.

Ext. 1(a)—Certified copy of decree in Title Suit No. 48 of 1927 of the 1st Court of the Addl. Subordinate Judge, 24-Perganas, dated the 4th October 1928. (With petition of compromise).

the Wakf and the major portion of the Wakf properties being claimed by Saheba Khatun the defendant No. 3, to be under her lease and other difficulties confronting the Wakf estate while there was not a single pice in the Wakf estate funds in consequence of which the financial condition of the Wakf estate continues to be so bad that this defendant has not been able even to pay the arrears of the Municipal taxes and comply with the Municipal requisitions.

5. That the plaintiff now has approached the defendant for a compromise and is willing to take the sum of Rupees 35,000 (thirty-five thousand) in full satisfaction of his claim covered by this suit and under the mortgage deed dated 2nd March, 1923 and further that in view of the bad financial condition of the Wakf estate plaintiff agreed to give two years time to the defendant for the payment of the said sum of Rs. 35,000 and further that the plaintiff and defendant both will bear their own costs of the above suit.

6. That the defendant submits that though the Wakf is a valid Wakf yet the litigation is a very heavy one and as there is no knowing when the litigation will end and it will be very difficult to fight out the suit in view of the financial condition of the Wakf estate and as the Wakf property involved in the suit is worth several lacs of rupees and as the plaintiff is willing to take Rs. 35,000 which is to be paid in two years in full satisfaction of his claim in the present suit and under the mortgage deed dated 2nd March, 1923 and as the plaintiff is agreeable that the parties will bear their own costs of the above suit the defendant in the interest of the Wakf thinks that the suit should be compromised and the plaintiff should be paid Rs. 35,000 from the Wakf estate.

7. That there is no fund in the Wakf estate at present and as there is not the least hope of having funds in the course of two years to pay off Rs. 35,000 to the plaintiff the defendant placed the matter of compromise before the trustees of the said Wakf estate who by the resolution dated 8th March, 1928 have expressed the opinion that the suit be compromised at Rs. 35,000 and that for the payment of the said sum of Rs. 35,000 the property described in the schedule below will be sold to the plaintiff in full satisfaction of the said amount which the plaintiff is entitled to get under the terms hereinbefore mentioned subject to this condition that if the defendant pays the said amount within two years from the date of execution of formal document together with the sum of Rs. 2,500 which the plaintiff will spend for the repairs of the said house with the approval of the defendant the plaintiff will give up his claim to the said property which will remain in his possession for the said two years and the defendant will get back the said property free from all claims from the plaintiff, the plaintiff may let out the property, realise rents in lieu of interest and further subject to the condition that the terms of the aforesaid compromise are sanctioned by the District Judge of 24-Parganas and permission is granted to defendant to enter into the said compromise on the said terms.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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8. That in case the defendant does not get permission from the District Judge to compromise the suit in the abovementioned terms, plaintiff and the defendant will not be bound by any statement made in this petition.

That all the terms mentioned above have been settled between the plaintiff and defendant subject to sanction of the District Judge; your petitioners pray that the suit be adjourned for two months to enable the defendant to obtain the sanction of the District Judge.

And your petitioners as in duty bound shall ever pray.

Schedule.

All that piece and parcel of land measuring 2 Bighas 8 Cottas 8 chattaks 25 sq. ft. marked lot No. A in Mr. A. deBois Shrosbree's survey and valuation report dated 6th January, 1928 plan No. 3401 dated 4th January, 1928 of No. 40, Ballygunge Circular Road together with a two-storied building with terrace roof and butted and bounded on the North, partly by lot C of Mr. Shrosbree's plan of No. 60 Ballygunj Circular Road belonging to the Turst estate of the late Prince Kamar Kader Mirza Bahadur and partly by premises No. 59/1, Ballygunj Circular Road, on the South by Ballygunj Circular Road, on the East by No. 59/1 Ballygunj Circular Road and on the West partly by lot B and partly by lot C of Mr. Shrosbree's plan of premises No. 60, Ballygunj Circular Road belonging to the estate of the late Prince Kamar Kader Mirza Bahadur.

Sd. Mirza Mohammed Syed Ali.

(Certified to be a true copy etc.)

Ext. 1 (a).

T. S. 1 and 2 of 1934

for plaintiff No. 2

on 18-5-35.

N. B.,

3rd Addl. S. Judge.

Plaintiff's Exhibit.

Ext. 1(a)—Certified copy of decree in Title Suit No. 48 of 1927 of the 1st Court of the Addl. Subordinate Judge, 24-Perganas, dated the 4th October 1928. (With petition of compromise).

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Ext. 11—Registered Patta granted by Sm. Shah Bahu Nawab Amir Begum Saheba to Sheikh Uzir Ali.

Plaintiff's Exhibit.

Ext. 11—Registered Patta granted by Sm. Shah Bahu Nawab Amir Begum Saheba to Sheikh Uzir Ali, dated the 20th June, 1920.

(Seal).

Shah Bahu Nawab Amir Begum Saheba

By the pen of

Hamid Ali Khan,

Agent.

28-6-20.

Sm. Shah Bahu Nawab Amir Begum Saheba, widow of late Prince Qamar Qader Mirza Bahadur, occupation enjoyment of properties, of No. 28 Circular Garden Reach Road, Kidderpore, Thana Ekbalpore, District 24-Parganas ... ... *Grantor of the Patta.*

Sk. Uzir Ali, son of late Sk. Sobrati, by creed Mussalman, by occupation service-holder, of No. 28 Circular Garden Reach Road, Thana Ekbalpore, District 24-Parganas ... *Grantee of the Patta.*

This deed of Patta in respect of 2 Cottahs of Lakheraj land, prepared of 30 years, is executed to the effect following:—

That two Cottahs more or less of land, described and lying within the boundaries given in the schedule below, and situate in Mouza Kidderpore village, under Thana Watganj, in Pargana Magura, District 24-Parganas was a property held and enjoyed by my husband, the late Prince Qamar Qader Mirza Bahadur and I have been in possession and enjoyment thereof on obtaining the same by right of inheritance after his death. You being in need of the said property applied to me for the same and I agreed to let out the said property to you at a rental of Rs. 12 per year and execute this Patta in your favour on the terms set forth below:

Terms:—

SRI JAGADGURU VISHWARADHYA
JNANA SIMHASAN JNANAMANDIR
LIBRARY
Jangamawadi Math, Varanasi
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Plaintiff's Exhibit.

Ext. 11— Registered Patta granted by Sm. Shah Bahu Nawab Amir Begum Saheba to Sheikh Uzir Ali, dated the 20th June, 1920.

(1). Rs. 12 is fixed as the annual rent for the land mentioned in the schedule and I shall not be competent, for any reason to vary the said rent within the stipulated period. You shall pay the said rent year after year into my Sherista and duly take the rent receipt. I shall not give credit for any rent without rent receipt.

(2). You shall pay whatever taxes would be assessed by the Municipality; I shall not be liable for the same.

(3). You will be competent to possess and enjoy the said land for a period of 30 years with effect from this day and to live on the said land on constructing ordinary tiled huts etc. thereon according to your pleasure but you will never be competent to construct any pucca building etc. on the said land; if you do so or if you allow the rents for two consecutive years to fall into arrear, then the same would give rise to a cause for ejectment even before the expiry of the stipulated period and I shall be entitled to eject you and you shall be bound to remove the Ghars etc. constructed by you at your own cost and to go away.

(4). Save and except the aforesaid two reasons, I shall not be competent to eject you from the said land within the stipulated period but if, even before the expiry of the term, it becomes necessary for me to take Khas possession of the said land, then, on payment to you of the price of the Ghars etc. constructed by you as assessed by an Engineer, you shall vacate the said Ghars etc. within 3 months of the date of receipt of notice and deliver the said land and Ghars etc. into my Khas possession.

(5). If at any time the said land be acquired by Government you shall get only the value of the Ghars etc. constructed by you and I will get all the rest of the money.

(6). On the expiry of the stipulated period you shall deliver Khas possession of the land to me after removing, at your own cost, the Ghars etc. constructed by you from the land mentioned in the schedule; if you do not, then I shall be competent to eject you by instituting suit against you in the proper Court and you shall be liable for all costs.

To this effect I execute and get registered this deed of Patta in sound health and of my own accord. Finis; dated the 20th June, 1920.

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Schedule of property.

Plaintiff's Exhibit.

Ext. 11—Registered Patta granted by Sm. Shah Bahu Nawab Amir Begum Saheba to Sheikh Uzir Ali, dated the 20th June, 1920.

Two Cottas more or less of land, situate in Mouza Kidderpore village under P. S. Watgunj Sub-Registry Alipur, in Pargana Magura, within District 24-Parganas, the Municipal Premises number of which is 120 Circular Garden Reach Road. The boundaries thereof are—

North—The house of our tenant Bhaktaran(?).

East—The 'Bansgola' of our tenant.

South—Public Drain, and beyond this Circular Garden Reach Road.

West—Beyond the drain, the lane of Uriapara.

Witnesses— (Seal).

Shah Bahu Nawab Amir Begum Saheba:

By the pen of

Hamid Ali Khan,

Agent.

28-6-20.

Scribe—

Satish Ch. Basu Mallik, of Kidderpore.

Admissible under (indistinct) under the Indian Stamp Act 1894, Schedule 1 No. 25(a).

Fee paid—A/8.

(Illegible),

Offg. D. R.

30-6-26.

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Plaintiff's Exhibit.

Ext. 11— Registered Patta granted by Sm. Shah Bahu Nawab Amir Begum Saheba to Sheikh Uzir Ali, dated the 20th June, 1920.

Presented for registration between the hours of 12 and 1 P. M. on the 30th day of June, 1920 at the Alipur Sub-Registry Office by Hamid Ali Khan son of late Nawab Mahammad Ali Khan of Kidderpore, by caste Mussalman, by profession Political Pensioner, attorney for Shah Bahu Nawab Amir Begum Saheba under a power of attorney No. 17 of 1918 authenticated by the District Registrar of 24-Parganas.

Hamid Ali Khan *alias* Luddon Aga. (Illegible),

Offg. D. R.

30-6-1920,

Execution is admitted by the above Hamid Ali Khan, agent for Shah Bahu Nawab Amir Begum Saheba under the power cited above, identified by Tasadduk Hossain, son of late Tasabbar Ali of the same place, caste and profession.

(Thumb impression) 3708.

Hamid Ali Khan *alias* Laddan Aga. (Illegible),

Tasadduk Hossain (in Urdu) Offg. D. R.

30-6-1920.

Registered in—

Book No. ... 1

Vol. No. ... 39

Pages ... 159-161

Being No. ... 2835

For the year ... 1920

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N. fee /4/- only.

Paid on 6/7/20

(Illegible).

6-7-20.

(Illegible),

Offg. D. S. R:

30-6-1920.

(Certified to be a true copy etc.)

Ext. 11. (S.O.)

T. S. 1 and 2 of 1934

on behalf of plaintiff No. 2

on 27-3-35.

N. B.,

3rd Addl. S. J.

Plaintiff's Exhibit.

Ext. 11— Registered Patta granted by Sm. Shah Bahu Nawab Amir Begum Saheba to Sheikh Uzir Ali, dated the 20th June, 1920.

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Ext. G—Certified copy of extract from the Schedule Book of the Official Assignee in Insolvency Case No. 184 of 1921 of the Hon'ble High Court.

Defendants' Exhibit.

Ext. G—Certified copy of extract from the Schedule Book of the Official Assignee in Insolvency Case No. 184 of 1921 of the Hon'ble High Court, dated the 20th May, 1922.

In the High Court of Judicature at Fort William in Bengal.

In Insolvency

No. 184 of 1921.

Re. Ebrahim Soleman Salejee & Co

Extract from the Private Schedule *Ex-parte*: the debtor Hashem Ebrahim Salejee of Affairs of Hashim Ebrahim Salejee.

Filed this 22nd day of May, 1922.

A

Unsecured Creditors.

No.	Name.	Address and occupation.	Amount of debt.	Date when contracted		Consideration.	Admitted or disputed.
				Month.	Year.		
			Rs. As. P.				
1	Amina Bibee.	No. 4, Amratolla Lane, Calcutta.	7,000 0 0		1920	Money borrowed.	Admitted.
2	Abdul Gunny.	Mowtolla Street, Rangoon.	300 0 0		1921	Price of piece goods purchased.	Do.
3	Bisswanath Pandit.	No. 3, Wellesley Street, Calcutta.	400 0 0		1921	Balance of current account.	Do.
4	Dass and Basu, Solicitors.	High Court, Calcutta.	1,500 0 0		1920 to 1921	Costs and other charges.	Do.
5	Ebrahim Soleman Salejee & Co.	Insolvents Rs. 900000-0-0	3,50,000 0 0		1919-1921	Due for loss in respect of my share.	Do.
	Less Contra.	Rs. 550000-0-0					
6	French Motor Car Co., Ltd.	——Street, Calcutta.	2,500 0 0		1922	Costs of repairing Motor Cars, etc.	Do.
7	J. C. Dutt, Solicitor.	High Court, Calcutta.	2,500 0 0		1921 & 1922	Due for costs and other charges.	Do.
8	Khatiza Bibee.	8/1, Amratolla Lane, Calcutta.	1,66,420 2 0		1918 to 1921	Money borrowed from time to time.	Do.
9	Khatiza Bibee.	Do. Do.	41,000 0 0		1921	Do. Do.	Disputed.
10	Morium Bibee.	4, Amratolla Lane, Calcutta.	42,000 0 0		1918-1921	Do. Do.	Admitted.
11	Mamooda Bibee.	8/1, Amratolla Lane, Calcutta.	8,180 2 3		1920 & 1921	Do. Do.	Do.
12	Momin Bibee.	Do. Do.	15,500 0 0		1919 & 1920	Do. Do.	Do.

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Defendants' Exhibit.	No.	Name.	Address and occupation.	Amount of debt.	Date when contracted. Month.	Year.	Consideration.	Admitted or disputed
				Rs. As. P.				
Ext. G—Certified copy of extract from the Schedule Book of the Official Assignee in Insolvency Case No. 184 of 1921 of the Hon'ble High Court, dated the 20th May, 1922.	13	Mohomed Junus.	20, Munshi Sadaruddin Lane, Calcutta.	3,800 0 0		1921 & 1922	Due for balance of current account.	Admitted
	14	Mamoojee Moosajee.	33, Edward Street, Rangoon.	4,850 0 0		1921 & 1922	Due on account of interest paid by the creditor on my behalf.	Do.
	15	M. N. Sen, Solicitor.	High Court, Calcutta.	1,500 0 0		1920 & 1921	Costs and other charges.	Do.
	16	Noor Jahan Begum.	8/1, Amratolla Lane, Calcutta.	3,530 0 0		1921	Money borrowed from time to time.	Do.
	17	Nawab Syed Mohammad Ali Khan.	30, Munshi Alimundin Street, Calcutta.	1,500 0 0		1921	Do. Do.	Do.
	18	Pugh & Co., Solicitors.	High Court, Calcutta.	1,500 0 0		1920-21	Due for costs and other charges.	Do.
	19	S. C. Roy, Bar-at-Law.	High Court, Calcutta.	30,000 0 0		1918-19	Due for interest on Rs. 193000/- which he gave me as trust money and which I deposited with Ebrahim Soleman Saleji & Co.	Do.
	20	Russol Bibee.	1, David Joseph Lane, Calcutta.	43,000 0 0		1918-21	Money borrowed in cash.	Do.
	21	Zainab Bibee.	7, Amratolla Lane, Calcutta.	20,314 9 6		1919-1920	Due for Do.	Do.

Dated the 20th May, 1922.

I

Debts due to the Estate.

Signature.

No.	Name of debtors.	Residence and occupation.	Amount of debts. Good.	Doubtful.	Bad.	Folios of Ledger or other Book where particulars to be found.	When contracted. Month.	Year.	Estimated to produce.	Particulars of any security held for debt.
				Rs.					Rs.	
1	A. Firpo	Chowringhee, Calcutta	...	3,32,000	Nil.	...	December	1919	2,00,000	A suit has been filed in High Court, Calcutta against this debtor for recovery of amounts.
2	Zinatara Jainab Begum *alias* Juhi Begum.	Kidderpore	...	12,00,000	...	...	September	1918	2,00,000	A suit has been filed in High Court, Calcutta for recovery of this amount from this debtor.
				15,32,000					4,00,000	

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J.

Bills of exchange, Promissory Notes etc., Available as Assets.

No.	Name of Acceptor of Bill or Note.	Address.	Amount of Bill or Note.	Date when due.	Estimate to produce.	Particulars of any property held as security for payment of Bill or Notes.
			Nil.			

Defendants' Exhibit.

Ext. G—Certified copy of extract from the Schedule Book of the Official Assignee in Insolvency Case No. 184 of 1921 of the Hon'ble High Court, dated the 20th May, 1922.

Signature.

I do hereby certify that this is a true extract from the Original Private Schedule of Affairs in my custody. Dated this 28th day of August, 1931.

S. C. Mitra,

Registrar.

Ext. G.

T. S. 1 and 2 of 34

for defendants 3 and 4

on 3-4-35.

N. B.,

3rd Addl. S. J.

460—461

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Ext. 15—Extract from the Schedule Book of Creditors of the Official Assignee. (Certified copy).

Plaintiffs' Exhibit.

Ext. 15—Extract from the Schedule Book of Creditors of the Official Assignee (Certified copy).

A

Unsecured creditors.

Note :—The names to be arranged in alphabetical order and numbered consecutively.

No.	Name.	Address and occupation.	Amount of debt.	Date when contracted. Month.	Year.	Consideration.	Admitted or disputed.
			Rs. As. P.				
8	Khatiza Bibee } wife of Hasem Saleji	8/1, Amratolla Lane, Calcutta	1,66,420 2 0	The wife of Hasem	1918-1921	Money borrowed from time to time.	Admitted.
9	Khatiza Bibee, } (written with pencil).	Do. Do.	41,000 0 0 (Cash).	(written with pencil).	1921	Do. Do.	Do.

Ext. 15 (S. O.)
T. S. 1 and 2 of 34
for plaintiff No. 2
on 3-4-35.
(Sd.) N. B. Chatterjee (*sic*)
S. J.
(Certified to be a true copy etc.)

462—463

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Ext. 15(a)—Extract from the Schedule Book of Creditors of the Official Assignee. (Certified copy).

A.

Unsecured creditors.

Note :—**The names to be arranged in alphabetical order and numbered consecutively.**

No.	Name.	Address and occupation.	Amount of debt.	Date when contracted.		Consideration.	Admitted or disputed.
				Month.	Year.		
			Rs. As. P.				
11	Mamooda Bibee	8/1, Amratolla Lane, Calcutta	8,180 2 3 Daughter of Hashem (written by pencil).		1920-1921	Money borrowed from time to time.	Admitted.

Plaintiffs' Exhibit.

Ext. 15(a)—Extract from the Schedule Book of Creditors of the Official Assignee (Certified copy).

Ext. 15(a) (S. O.)
T. S. 1 and 2 of 1934
for plaintiff No. 2
on 3-4-35.
Sd. N. B. Chatterjee (*sic*)
3rd Addl. S. J.
(Certified to be a true copy etc.)

464—465

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Ext. U(5) — Account Book of the Wakf Estate of late Prince K. K. Bahadur. (Extracts).

Cr. (Expenditure). **Dr.**

		Rs.	A.	P.	Rs.	A.	P.			Rs.	A.	P.	Rs.	A.	P.
*	*	*							*	*	*				
May 1924 29.	Recd. from Nawab Jinat Ara Jainub Begum *alias* Juhi Begum Saheba through Mr. Imam for Estate work as loan at an interest of Re. 1/- p. c. per month. Rs. 3000/- (Rupees three thousand) out of this sum Rs. 1200/- is taken to-day and the rest is deposited with Mirza Md. Said Ali Bahadur ...	...1500	0	0	1500	0	0	1924 January 8th	Pd. to Manager Sb. (M. M. Jaffar Shirazi) of Wakf estate as his pay for 8 days of January 1924 ...	53	0	0			
									*	*	*				
	Nos. of Notes given below:—							1924 January 31st	Deposited Rs. 22-10 to Mirza Md. Syed Ali Bahadur Mutwalli Wakf estate by manager (M. M. Jaffor Sherazi) at the time of his departure to Dacca on 8th January in the rent purse which are not so long taken into account nor it is clearly done ...				22	10	0
	dated 1918. PD 57875 — 53								*	*	*				
	PD 57871 — 35							1924. February 11th	Paid to Mirza Md. Said Ali Bahadur Mutwally Wakf Estate as clearance of a portion of loan taken on 24th Dec. 1923 ...	110	0	0			
	PD 57872 — 53								Again paid to Mutwally for the same reason (clearance of loan of 24-2-23) ...	19	0	0			
*	*	*							*	*	*				

Defendants' Exhibit.

Ext. U(5) Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).

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Cr.

Dr.

		Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
1924. March 15th	Paid to Mutwally (Mirza Md. Said Ali Bahadur) to clear the balance Rs. 21 of loan Rs. 150 taken on 24th Dec. 1923 by estate and to clear the loan account Rs. 15 taken on 22-2-24 and the rest Rs. 14 of this Rs. 50 is paid for a portion of loan taken on 16-2-24 ...	50 0 0		Ext. U(5)— Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).
	Paid to Nowab Amir Begum Sb. as her Stipend ...	100 0 0		
	* * *			
1924: March 30th	Paid a part of Municipal tax of Wakf estate for one qr. from January to March 1924	1000 6 3		
	* * *			
1924. June 21st	Paid to-day to Mutwally Prince Mirza Md. Said Ali Bahadur through Mir Feda Hossain out of his previous advanced Money (loan) ...	20 0 0		
	* * *			
1924 June 28th	5 Taxi and Garri hire of Mir Ismail to Tallygunj Matiaburj etc. for serving notices on the 27th June 1924 to the voters to attend the meeting for forming the Committee for the Wakf Estate ...	9 0 0		

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Defendants' Exhibit.

Ext. U(5)— Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).

* * *

1924 July, 3rd	1. Paid to Syed Mehdi Quaran Khan who read Quaran on the grave of late Prince K. K. Mirza Md. Abed Ali Bahadur on his salary for the month of May 1924 ...	5	0	0
	2. Paid to Mir Kaim Hossain for candle etc. and expenses for the light on the grave of the abovementioned Prince for the month of May 1924 ...	3	11	0
	3a. Expenses of tea party on 29th June 1924 on the occasion of appointing trustees for the Wakf Estate, through Mir K. Hossain (*Vide* Voucher in the file)	22	6	9
	3b. Garri hire etc. of the gentlemen who attended the meeting of 29th June 1924 from Kakinara through Mir K. Hossain ...	12	13	9

* * *

1914 July, 4th	4. 1. Paid to Mr. Imam pleader on his fees for the work done up to 29-6-24 for the formation of the Wakf committee ...	50	0	0

* * *

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Cr.

Dr.

		Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
1924 July 5th	1. Paid to Syed Mahammad Hossain of Kakinara for copying Persian Wakf-namah, Register of Voters etc.	10 0 0		Ext. U(5)— Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).
	His travelling allowance ...	1 1 6		
	* * *			
1924 July 28th	2. Law expenses reg. T. S. 158 of 1923 Sha Bahu Amir Begum *Vs.* Mutwally Bahadur (*Vide* No. 48) ...	16 0 0		
B				
	* * *			
	Vr. No. 55.			
1924	Expenses for Muharram.			
August 1st	1. Soap ½ seer ...	0 3 6	1 4 6	
	2. Saji Matti	0 3 0		
	3. Soda ½ seer ...	0 2 0		
	4. Tamarind 1 Seer ...	0 4 0		
	5. Cloth 1 yard ...	0 5 0		
	6. Chattai Keraya	0 3 0		
		1 4 6		
	* * *			

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Defendants' Exhibit.

Ext. U(5)—Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).

	Vr. 192.			
1924 November 6th	Travelling expenses of Mir Kaim Hossain to deliver letters to the Trustees for the ensuing Committee to be held on Sunday the 9th November from Kidderpore to Matiaburj, Lower Chitpore Road, Elliot Road, Tollygunge etc. ...	1	5	9
	* * *			
	Vr. 215.			
1924 16th November	Travelling expenses of Syed Mahammad Hossain the scribe of the Proceeding of the Trustee Committee with his remuneration ...	2	6	0
	* * *			
	V. 218.			
1924 November 16th	Refreshment expenses of the members of the Trustee Committee held on 15-11-24	1	2	0
1924 November 17th	Paid to Mr. Imam estate pleader as his conveyance expenses to attend the Trustee meeting held on 15-11-24	5	0	0
	* * *			
1924 November 23rd	Garry hire for four hours for inspecting the Wakf properties with some trustees and Mutwalli Saheb ...	4	0	0

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Cr.

Dr.

		Rs.	A.	P.	Rs.	A. P.	Defendants' Exhibit.
	Paid to Mr. Nasim Ali pleader for his taxi hire ...	2	0	0			Ext. U(5) Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).
	* * *						
1924 December 18th	Paid to Mir Kaim Hossain for the Niaz of the weekly Majlis at Imambara ...	1	0	0			
	* * *						
1925 January 8th	Weekly expenses for Imambara Majlises for 1st and 8th January 1925 ...	2	0	0			
	* * *						
1925 February 5th	Weekly Imambara Majlis ...	1	0	0			
	* * *						
1925 February 17th	Tram fare and Garri hire of Manager Mr. Imam estate pleader and Mir Ismail to Alipore, Elliot Road and Mussalman Press to have the notice notified, regarding the petition of loan submitted to the District Judge for permission ...	2	0	9			
	* * *						
1925 February 18th	Charges for advertising the notice regarding the petition of loan submitted						

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Defendants' Exhibit.

Ext. U(5)—Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).

	to the District Judge for permission in daily Basumati (Bengali) paper	9	0	0			
	* * *						
1925 March 4th	Expenses for Imambara weekly Majlis ...	1	0	0			
	* * *						
	Vr. 431.						
1925 March 7th	1. Tram fare of Manager Saheb to Alipore and back for estate works ...	0	3	6			
	2. Refreshment ...	0	9	0	0	12	6
	Vr. 432.						
	Mis. Judl. Case 24 of 25, D. J.						
	1. Petition for copy ...	0	6	3			
	2. Folios	12	4	0			
	3. Court fees	5	8	0			
	4. Tadbir and Mohurir ...	2	0	0	20	2	3
	Vr. 433.						
	Mis. Judl. 43 of 23.						
	(Sundar Mal)						
	1. Petition	0	12	3			
	2. Objection	0	12	0			
	3. Mohurir	1	0	0	2	8	3

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Cr.

	Dr.	Rs.	A.	P.	Rs.	A.	P.	Defendants' Exhibit.
	Vr. 434.							
	Tram fare of Syed Masaddor Ali to Alipore Court and back	0	3	6	0	3	6	Ext. U(5)— Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).
	Vr. 435.							
	Tram fare of Manager Saheb to Alipore Court and back including refreshment	0	8	6	0	8	6	
	Vr. 436 A.							
	Paid to Nawab Jinat Ara Jaynub Begum *alias* Juhi Begum as a part of the loan taken from her through Mr. Imam estate pleader on 29-5-24	200	0	0	200	0	0	
	Vr. 436 B.							
	Tram and Gharry hire of Manager Mr. Imam pleader and Alauddin Saheb to Sharif Lane, Turner Street etc. as regards the arrangement of loan	3	6	0	3	6	0	
	* * *							
1925 March 17th	Paid to Mr. D. Chakravartty Attorney for inspecting the premises No. 28 Circular Garden Reach Road in connection with the loan for the estate as his fees and taxi hire	20	0	0				

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					Defendants' Exhibit.
	Vr. 479.				
1925 March 26th	Monthly expenses of lighting the tomb of late Prince Kamar Kader Mirza Abed Ali Bahadur	3 11 0	3 11 0		Ext. U(5)— Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).
1925 April 4th	Imambara weekly Majlis Expenses	1 0 0	1 0 0		
	Vr. 507.				
1925 April 19th	Monthly expenses for lighting the tomb of late Prince K. K. Mirza Md. Abed Ali Bahadur	3 11 0	3 11 0		
May 1925 1st	Paid to Manager Saheb (M. M. Jafar Sherazi) as balance of his pay for Feb. 1925	120 0 0			
	Do. Mir Feda Hossain Saheb to clear the balance of loan taken from him on 23-1-25	15 0 0			
	Vr. 520 A.				
	Repaid to Nawab Zinatara Zaynab Begum *alias* Juhi Begum as a part of the loan taken from her on 29-5-25	100 0 0			

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Cr.

Dr.

		Rs.	A.	P.	Rs.	A.	P.	Defendants' Exhibit.
	Vr. 520 B.							Ext. U(5)— Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).
	Repairing charges of No. 123 Circular Garden Reach Road	5	11	6				
	Returned to Manager M. M. Jafar Shirazi to clear the loan taken from him on the 15th, 16th February and 7th March 25 ...	400	0	0				
	Fees of Commissioner in T. S. 78 of 20, 2nd Sub-Judge, E. S. Maurice *Vrs.* Mirza Said Ali Bahadur. Deposited in the Court through Mir Kaim Hossain	50	0	0	690	11	6	
	* * *							
1925 May 2nd	Searching fees of Wakf estate records in Alipore Registry Office from 1875 to 1924 paid through Mir Kaim Hossain ...	50	0	0				
	* * *							
1925 May 11th	Paid to Mr. Imam pleader for attending Wakf Office to examine the records as his travelling expenses ...	5	0	0	5	0	0	
	* * *							

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Defendants' Exhibit.

Ext. U(5)—Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).

	Vr. 551.			
1925 May 28	Paid to Nawab Zinatara Zaynab Begum *alias* Juhi Begum as interest on Rs. 2,800 taken loan from her for April 1925 ...		28 0 0	
	Vr. 552.			
	Do. Do. on Rs. 2,700 for May 1925		27 0 0	
	Vr. 553.			
	Do. Shah Bahoo Nawab Amir Begum Saheba as her stipend for the month of May 25 ...		100 0 0	
	Paid to Darwan Abdul Gafur Khan as a part of his pay for May 1925 ...		5 0 0	
	* * *			
1925 June 30th	Paid to M. M. Jafar Shirazi the Manager as balance of his pay for April 25	110 0 0		
	Vr. 601 A.			
	Repaid to Zinatara Joynab Begum *alias* Juhi Begum as a part of the loan taken from her on 29-5-24.			
	Through the estate pleader, Mr. Imam	100 0 0		

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Cr. Dr.

		Rs.	A.	P.	Rs.	A. P.	Defendants' Exhibit.
	Vr. 601 B.						Ext. U(5) Account Book of the Wakf Estate of late Prince K. K. Bahadur for the years 1924-25 (Extracts).
	Repairing charges of the roof of the premises No. 18 Ekbalpore Road with sand plaster and cement works etc.	4	12	0	214	12 0	
	* * * *						
1925 July 19th	Monthly expenses for the tomb of late Prince Kamar Kader Bahadur with extra light during Maharum as per voucher	4	12	0			
	* * * *						

Ext. U(5).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 10-5-35.

N. B.,

3rd Addl. S. J.

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Ext. U—Cash Book. (Extracts).

Defendants' Exhibit.

Ext. U—Cash Book for the year 1927. (Extracts).

Expenditure.

* * * * *

Cr. *Dr.*

		Rs.	As.	P.	Rs.	A.	P.
8-1-1927.	Paid to Syed Nasim Ali, Vakil, High Court, as his fees for appearing in T. S. 158/20 1st S. J. Alipur ...	20	0	0			
	Paid to Nawab Zinatara Zaynab Begum *alias* Juhi Begum as the interest on Rs. 2,000 taken loan from her for Dec. 26. Vr. 16B ...	20	0	0			
	T. F. and Ghari hire of N. H. Chaudhury and Ram Narain to Calcutta Central Road at Mr. Nassim Ali Vakil's place with papers of case No. 158/20 and back Vr. 17B. ...	1	2	0			
	* * *						
26-2-27.	*Re*: Case No. 158/20 1st S. J.						
	1. Taxi hire of Mr. Imam Estate pleader and Manager Sb. from Kidderpur, Bedford Lane to Chetla Central Road at Mr. Nasim Ali Vakil's place for consultation of the above case and back on 24th and 25th inst. Vr. 114B. ...	7	6	0			
	2. Tram-fare of Manager Saheb to Alipur and back on 24th, 25th and 26th instant	0	7	6			
	3. Refreshment of 25th instant	0	6	0			
	* * *						
19-3-27.	Paid to Nawab Zinatara Zaynab Begum *alias* Juhi Begum Saheba as a part-payment of her (?) principal amount of Rs. 2,000 the balance of loan taken from her Vr. 141B ...	150	0	0			
	* * *						

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Defendants' Exhibit.

Ext. U—
Cash Book for the year 1927.
(Extracts).

		Rs.	As.	P.
	Re: Curator Case No. 12 of 1919.			
21-3-27.	1. Process fee for notice to be served on Shaheba Khatun at Ballygunj C. Road Vr. 147B. ...	2	0	3
	2. Tadbir expenses in the record room for taking copy etc. including reward granted to the peon served the notice	3	8	0
	3. Affidavit by Ram Narain on the service of notice ...	0	13	3
	4. Tram fare of Mr. Makram Ali to Muktaram Babu's St. on 20th inst. *re.* Ballygunj C. Rd.	0	5	0
	5. Do. to Alipore Corporation and back on 21-3-27 ...	0	5	0
	6. Charges for putting Surki etc. at the Gate of 123 Circular Garden Reach Road ...	0	4	0
	* * *			
23-3-27.	Expenses of getting back the documents lying in the curator case No. 12/19 Vr. 150B.			
	1. Tadbir expenses in the record room for selecting the papers in the boxes etc.	3	8	0
	2. Taxi hire of Manager Saheb for Makram Ali from Judge's Court to Kidderpur with 2 boxes ...	2	12	0
	3. Coolie charges for carrying 2 boxes from the record room	0	1	6
	4. Tram fare of M. Makram Ali to Alipur and back on 22nd and 23rd instant	0	5	0
	5. Refreshment in the Court ...	0	6	0
	* * *			

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Cr. *Dr.*

Defendants' Exhibit.

Ext. U— Cash Book for the year 1927. (Extracts).

		Rs.	As.	P.	Rs.	As.	P.
3-4-27.	Paid to Nawab Zinatara Zaynab Begum *alias* Juhi Begum Saheba as a part payment out of the principal amount of Rs. 1,850 the balance of the loan taken for her Vr. 173B ...	150	0	0			
*	*				*		
27-9-27	Paid to Nawab Zinatara Joynab Begum *alias* Juhi Begum Saheba as part payment out of Rs. 1550 the balance of the loan taken from her Vr. 579B...	50	0	0			
*	*				*		

Ext. U. (S. O).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 8-5-35.

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Ext. U(1)—Cash Book. (Extract).

Expenditure.

Defendants' Exhibit.

Ext. U(1)—Cash Book for the year 1928. (Extracts).

Cr.		Dr.	Rs.	A.	P.	Rs.	A.	P.
		* * * *						
1928 January, 5th		Imambara Majlis expenses for W. E. on 5-1-28 ...	2	0	0			
		* * * *						
1928 January 10th		Monthly expenses for lighting the tomb of late Prince K. K. Bahadur as detailed in the voucher. 7c..	3	9	0			
		* * * *						
17-1-28		Paid to Nawab Zinatara Joynab Begum *alias* Juhi Begum Saheba as part payment out of the principal amount of Rs. 1,450 the balance of the loan taken from her ... (Vr. 28c).	25	0	0	25	0	0
		* * * *						
1928 February 6th		Monthly expenses for lighting the tomb of late Prince K. K. Bahadur as detailed in the voucher. 54c ...	3	9	0			
		* * * *						
12-3-28		Paid to Md. Mirza Sb. being the expenses of special Ramjan Majlises (on 19th, 20th and 21st Ramjan 1346H) Vr. 93c ...	5	0	0			
		* * * *						
1928 March 21st		Paid through Mahammad Mirza Sb. being the monthly expenses for lighting tomb of late Prince K.						

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Defendants' Exhibit.

Ext. U(1)—Cash Book for the year 1928. (Extracts).

			Rs.	A.	P.	Rs.	A.	P.
		K. Bahadur, as detailed in the voucher 114c ...				3	9	0
		* * * *						
1928 April, 23rd		Monthly expenses for lighting the tomb of late Prince K. K. Bahadur as detailed in the voucher 167c ...				3	9	0
		* * * *						
1928 May, 12th		Monthly charges for lighting the tomb of late Prince K. K. Bahadur. Paid through Md. Mirza Sb. Vr. 198c.				3	9	0
		* * * *						
1928 June, 8th		Monthly charges for lighting the tomb of late Prince K. K. Bahadur for June 1928. Vr. 231c ...				3	9	0
		* * * *						
1928 July, 15th		Monthly expenses for lighting the tomb of late Prince K. K. Bahadur paid through Syed Kazim Hussain. Vr. 277c ...				3	9	0
		* * * *						
1928 August 13th		Monthly charges for lighting the tomb of late Prince K. K. Bahadur paid through Md. Mirza Saheb. Vr. 311c ...				3	9	0
		* * * *						
1928 September 7th		Imambara Majlis expenses for W. E. on 7-9-28 ...				1	8	0
		Paid to Md. Mirza Sb. being the cost of paddy required for the pegions taken shelter into the Imambara for August 1928 Vr. 349c				1	8	0

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Defendants' Exhibit.

Ext. U(1)—Cash Book for the year 1928. (Extracts).

		Rs.	A.	P.	Rs.	A.	P.
	Paid to Md. Mirza Sb. being the monthly charges for lighting the tomb of late Prince K. K. Bahadur Vr. 350c				3	9	0
	* * * *						
1928 October 10th	Paid to Md. Mirza Sb. being the monthly charges for lighting the tomb of late Prince K. K. Bahadur Vr. 393c				3	9	0
1928 November 8th	Paid through Md. Mirza Sb. being the expenses for Imambara Majlises on 8/11, 15/11, 22/11 and 29/11 as advance. Vr. 421c ...				8	0	0
	Do. Do. being the expenses of an extra Majlis Vr. 422c				1	8	0
	Do. Do. being the monthly expenses for lighting the tomb of late Prince K. K. Bahadur. Vr. 423c ...				3	9	0
	Do. Do. being the cost of paddy required for the pegions taken shelter into the Imambara for October, 1928. Vr. 424c ...				1	8	0
	* * * *						
1928 December 6th	Paid to Md. Mirza Sb. being the expenses for Imambara Mojlises on 6th, 13th, 20th and 27th Dec. 1928 as advance. Vr. 451c ...				8	0	0
	Do. Do. being the monthly charges for lighting the tomb of late Prince K. K. Bahadur. Vr. 452c ...				3	9	0

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Defendants' Exhibit.

Ext. U(1)—Cash Book for the year 1928. (Extracts).

		Rs.	A.	P.	Rs.	A.	P.
	Do. Do. being the cost of paddy required for the pegions taken shelter into the Imambara for Nov. 1928. Vr. 453c	1	8	0	13	1	0
	* * * *						
19-12-28	Paid to M. M. Jafor Shirazi, Manager as his pay including T. A. for Nov. 1928	200	0	0			

Ext. U(1) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 8-5-35.

N. B.,

3rd Addl. S. J.

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Ext. U(2)—Cash Book of the Wakf Estate of late Prince K. K. Bahadur. (Extracts).

Contra.

Cr. Dr.

			Rs.	A.	P.	Rs.	A.	P.
1929 January 2nd	By Religious Exp. A/C Paid expenses for "Neaz" for the month of Rajab	2D 129				30	0	0
1929 January 3rd	By Religious Charges A/C Paid through Md. Mirza Sb. being the Imambara Mojlis exp. for 5 days ...	5D 123				10	0	0
1929 January 5th	By Religious Exp. A/C Paid Exps. of lighting the tomb of late Prince ...	12D 99				3	9	0
1929 February 7th	By Religious Exps. A/C Paid Exps. for lighting the tomb of K. K. Bahadur at Matiabrus ...	55D 99				3	9	0

Defendants' Exhibit.

Ext. U(2)—Cash Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1929 (Extracts).

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Defendants' Exhibit.

Ext. U(2)—Cash Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1929 (Extracts).

			Rs.	A.	P.	Rs.	A.	P.
	Paid Exps. of two bundle candles for Imambara ...	56D 99	1	1	0			
	Paid Exps. of grains for pegions taken shelter into the Imambara ...	57D 129	1	8	0			
	Paid Exps. of Imambara Mojlis Exps. of various dates ...	58D 123	8	0	0	14	2	0
1929 March, 6th	By Religious Exps. A/C	112D						
	Paid costs of paddy required for the pegions for Feb. 1929 ...	129	1	8	0			
	Monthly Exps. for lighting the tomb of Prince K. K. Bahadur ...	113D 99	3	9	0			
1929 April, 13th	By Religious expenses A/C	184D						
	Exps. incurred for lighting the tomb of late Prince K. K. Bahadur ...	99	3	9	0			
	Paid to Mirza Sb. being the charges of weeky Mojlis expenses ...	183D 123	8	0	0			

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Defendants' Exhibit.

Ext. U(2)—Cash Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1929 (Extracts).

	Paid to Mirza Sb. being the costs of paddy required for the pegions took shelter into the Imambra	185D 129							
	Paid costs of two bundles of candles for Imambara	186D 99	1	1	0	14	2	0	
*	* *								
1929 May 6th	By Religious Expenses A/C	207D							
	Paid to Mirza Saheb being the Mojlis expense for May 1929 ...	123	8	0	0				
	Paid costs of paddy required for the pegions took shelter into the Imambara for April, 1929 ...	208D 129	1	8	0				
	Paid charges for lighting the tomb of lae Prince K. K. Bahadur	209D 100	3	9	0	13	1	0	
*	* *								
1929 June 2nd	By Religious Exps. A/C ...	247D							
	Paid to Kazim Hussain Sb. being the price of one sheet for Korbani ...	123	6	10	0				
*	* *								

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Defendants' Exhibit.

Ext. U(2)—Cash Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1929 (Extracts).

			Rs.	A.	P.	Rs.	A.	P.
1929 June 6th	By Religious Exps. A/C	250D						
	Paid Exps. for lighting the tomb of late Prince K. K. Bahadur ...	100	3	9	0			
	Paid special charges for lighting the Imambara during the 9 days of Moharram ...	251D 100	7	12	0			
	Paid to Kazim Hussain Sb. being the weekly Mojlis expenses ...	252D 123	10	0	0			
	Paid to Kazim Hussain Sb. being the costs of paddy required for the pegions took shelter into the Imambara ...	253D 129	1	8	0	22	13	0
	* * *							
	Interest A/c.							
26-6-29	Paid to Zinnatara Joynab Begum *alias* Juhi Begum Saheba being interest on Rs. 1,200 the balance amount of the loan taken from her for April 29 ...	116	12	0	0			
	* * *							
1929 July 7th	By Religious Expenses A/C	279D						

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	Paid to Kazim Hussain Sb. being the charges for weekly Mojlis expenses during July 1929 ...	123	8	0	0			
	Do. Do. being the charges for lighting the tomb of late Prince ...	280D 100	3	9	0			
	Do. Do. being the cost of paddy required for the pegions took shelter into the Imambara ...	281D 129	1	8	0	13	1	0
	* * *							
1929 August 9th	By Religious Exps. A/C	308D						
	Paid weekly Mojlis expenses for August 1929 ...	123	10	0	0			
	Paid charges for lighting the tomb of late Prince for August 1929	309D 100	3	9	0			
	Paid cost of paddy required for the pegions took shelter into the Imambara ...	310D 129	1	8	0	15	1	0
	* * *							
	By interest A/c	328D						
25-8-29	Paid to Zinnatara Zaynab Begum *alias* Juhi Begum							

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Dr.

			Rs.	A.	P.	Rs.	A.	P.	Defendants' Exhibit.
	Sh. being the interest on Rs. 1,200 the balance of Rs. 3,000 taken loan from her in 1924 for the month of May 29 ...	116	12	0	0				Ext. U(2)— Cash Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1929 (Extracts).
*	*	*							
1929 September 5th	By Religious expenses A/C	335D							
	Paid to Kazim Hussain Sb. being the Mojlis exps. of Sept. 29 ...	123	8	0	0				
	Paid exps. for lighting the tomb of late Prince for Sept. 29 ...	336D 100	3	9	0				
	Paid costs for paddy required for the pegions took shelter into the Imambara ...	337D 129	1	8	0	13	1	0	
*	*	*							
1929 October 18th	By Religious Exps. A/C	391D							
	Paid costs of paddy required for the pegions took shelter into the Imambara ...	130	1	8	0				
	Paid Exps. for lighting the tomb of late Prince at Matiabruz for October 1929 ...	392D 100	3	9	0				

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Defendants' Exhibit.

Ext. U(2)— Cash Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1929 (Extracts).

	Paid to Kazim Hussain Sb. being the weekly Majlis expenses during the month of Oct. 1929...	393D 124	10	0	0	15	1	0	
*	*	*							
1929 November 8th	By Religious Exps. A/C Paid Mojlis exps. during the month of Nov. 1929	432D 124	8	0	0				
	Paid costs of grains required for the pegions took shelter into the Imambara ...	433D 130	1	8	0				
	Paid monthly exps. for lighting the tomb of late Prince K. K. Bahadur. ...	434D 100	3	9	0	13	1	0	
*	*	*							
1929 December 6th	By Religious Exps. A/C Paid cost of grain required for the pegions taken shelter into the Imambara ...	496D 130	1	8	0				

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Cr. Dr.

		Rs.	A.	P.	Rs.	A.	P.	Defendants' Exhibit.
Paid lighting charge of the tomb of late Prince K. K. Bahadur at Matiabruz ...	497D 100	3	9	0				Ext. U(2)— Cash Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1929 (Extracts).
Paid charges of Mojlis expenses during the month of Dec. 1929 ...	499D 124	8	0	0	13	1	0	

Ext. U(2) (S. O.)
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 8-5-35.
N. B.,
3rd Addl. S. J.

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Ext. U(3)—General Account Book of the Wakf Estate of late Prince K. K. Bahadur. (Extracts).

Cr. Dr.

Defendants' Exhibit.

Ext. U(3)—General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1930. (Extracts).

			Rs.	A.	P.	Rs.	A.	P.
*	*	*						
1930 January, 6th	By Religious Exps. A/C	6E						
	Paid to Mirza Sb. being the weekly Mojlis expenses	48	10	0	0			
	Paid charges for lighting the tomb of late Prince K. K. Bahadur ...	48	3	9	0			
	* * *							
1930 January, 20th	By Religious Exps. A/C	22E						
	Paid to Quran Khan as his remuneration for reading the whole of the Quran on a/c of "Fateha" of late Prince ...	48	7	8	0			
	* * *							
1930 February 9th	By Religious Exps. A/C	51E						
	Paid costs of grains required for the pegions took shelter into the Imambara ...	48	1	8	0			

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Cr.

Dr.

			Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
	Paid charge for lighting the tomb of late Prince K. K. Bahadur ...	52E 48	3 9 0		Ext. U(3)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1930. (Extracts).
	* * *				
1930 February 22nd	By Religious Exps. A/C	72E			
	Paid to Md. Mirza Sb. being the charges for Iftari for the 30 days of Ramzan Serif ...	48	30 0 0		
	* * *				
1930 March, 5th	By Religious Exps. A/C	93E			
	* * *				
	Paid monthly charges for lighting the tomb of late Prince at Matiabruz	94E 48	3 9 0		
	* * *				
1930 March, 22nd	By Religious Exps. A/C	114E			
	Paid to Kazim Hussain Sb. being the Exps. of Nouraj Mojlis of Imambara ...	48	30 0 0		

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* * *

1930 March 31st	By Religious Exps. A/C Paid to Maulvi Kazim Hussain Sb. being the cost of some cups and candles used in Imambara during the month of Ramjan ...	118E 48		5	8 0

* * *

1930 April, 14th	By Religious Exps. A/C Paid monthly charges for lighting the tomb of late Prince at Matiabruz	131E 49		3	9 0

* * *

1930 May 6th	By Religious Exps. A/C Paid lighting charges for the tomb of late Prince at Matiabruz	169E 49		3	9 0
	Paid to Kazim Hussain Sb. being the weekly Mojlis Exps. for May 1930 ...	170E 49		10	0 0

* * *

1930 May 30th	By Religious Exps. A/C Paid monthly charges for lighting the tomb of late Prince ...	218E 49		3	9 0

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Cr.

Dr.

			Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
	* * *				Ext. U(3)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1930. (Extracts).
1930 Jnne 23rd	By Religious Exps. A/C 244E Paid cost of a new Chaddar to cover the grave of late Prince K. K. Bahadur ...	49	9 6 6		
	* * *				
1930 July, 11th	By Religious Exps. A/C 276E Paid monthly charges for lighting the tomb of late Prince K. K. Bahadur for June and July 30	49	7 2 0		
	* * *				
1930 July, 31st	By Religious Exps. A/C 303E Paid to Maulvi Kazim Hussain Sb. as the expenses for the last two Mojlises took place in the current month of July 30 ...	49	4 0 0		
	Paid cost of cloth for Parda of the Imambara including tailoring charges as detailed in the voucher 304E	49	47 0 0	51 0 0	
1930 August 6th	By Religious Expenses A/C 310E Paid monthly charges of				

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Defendants' Exhibit.

Ext. U(3)—General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1930. (Extracts).

	lighting the tomb of late Prince ...	50	3	9	0	
	* * *					
1930 August, 8th	By Religious Exps. A/C	317E				
	Paid charges of weekly Mojlis Exps. for August 1930 ...	50	8	0	0	
	* * *					
1930 September 8th	By Religious Exps. A/C	368E				
	Paid charges of weekly Mojlis expenses ...	50	8	0	0	
	Paid charges for lighting the tomb of late Prince K. K. Bahadur ...	369E 50	3	9	0	
	Paid cost for grains required for the pegions took shelter into the Imambara ...	370E 50	1	8	0	13 1 0
1930 September 18th	By Religious Exps. A/C	389E				
	Paid costs of 15 Chaties (mats) for the mosque of the Estate ...	50	5	0	6	
	* * *					

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Cr.

	Dr.		Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
1930 October 7th	By Religious Expenses A/C				Ext. U(3)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1930. (Extracts).
	Paid to Moulavi Syed Kazim Hussain Shahib as the Neaz for sending to Karbala.	50 434E	8 12 0		
	Do. being the monthly Mojlis Exps. for October 30 ...	50 435E	10 0 0	18 12 0	
1930 October 8th	By Religious Exps. A/C	436E			
	Paid lighting charges of the tomb of late Prince including the cost of grains required for the pegions took shelter into the Imambara ...	50	5 1 0		
	* * *				
1930 November 3rd	By Religious Exps. A/C	458E			
	Paid Imambara Mojlis exps. for November 30	50	8 0 0		
	Paid cost of grains required for the pegions took shelter into the Imambara	460E 50	1 8 0		
	Paid Lighting charges of the tomb of late Prince	459E 50	3 9 0	13 1 0	
	* * *				
1930 December 6th	By Religious Exps. A/C	510E			
	Paid to Abul Kassim Sb.				

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Cr. Dr.

			Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
	being the costs of annual Khundu Exps. ...	50	37 7 0		Ext. U(3)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1930. (Extracts).
	* * *				
1930 December 10th	By Religious Exps. A/C	514E			
	Paid weekly Mojlis Exps. during December 1930	50	10 0 0		
	Paid costs of lighting the tomb of late Prince K. K. Bahadur	515E 50	3 9 0		
	* * *				

667

Ext. U(3) (S. O.)

T. S. 1. and 2 of 1934

for defendants 3 and 4

on 8-5-35.

N. B.,

3rd Addl. S. Judge.

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Ext. U(4)—General Account Book of the Wakf Estate of late Prince K. K. Bahadur. (Extracts).

Cr. Contra. Dr.

			Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
1931 January, 20th	Pd. to Abdul Gani as his remuneration for performing various Court works of the Wakf Estate for the current month ...	15F 17		10 0 0	Ext. U(4)—General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1931. (Extracts).
	* * *				
1931 January, 21st	By Religious Exps. A/C.	16F			
	Pd. to Mirza Abdul Kassim Sb. on account of Ramjan expenses in the estate mosque ...	61			
	* * *				
1931 January, 28th	By Religious Exps. A/C.	19F			
	Pd. to Abdul Kassim Sb. for Imambara monthly expenses for repairing Fatka etc. for January/31			10 0 0	
	Pd. to Abdul Kassim Sb. being the charges for lighting the tomb of the late Prince at Matiabruz for January 1931 ...	20F		3 9 0	
	Pd. as the cost of grains required for the pegions took shelter into the Imambara	21F 61		1 8 0	
	* * *				

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JNANA SIMHASANA
LIBRARY
Jangamwadi Math, VARANASI
Acc No. 3077
501

Cr. Dr.

			Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
	By Legal Charges A/C.	30F			Ext. U(4)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1931. (Extracts).
1931 January, 30th	Paid for petition, Tadbir, and other Court expenses through Mr. Imam pleader in various cases of the Wakf Estate ...	17		34 8 6	
	* * *				
	By Legal Charges A/C.				
1931 February, 2nd	Deposited in the Treasury at Alipore in the name of the Mutwally as per Chalan referred to in Exc. Case 13/31 2nd Addl. S. J. at Alipore ...	17		38350 0 0	
	* * *				
1931 March, 2nd	By Religious Exps. A/C.	60F			
	Paid to Mirza Abul Kassim Sb. being the Imambara Misc. expenses for repairing Fatka etc. for the month February, 1931 ...	61		10 0 0	
	* * *				
1931 March, 3rd	By Religious Exps. A/C.				
	Paid to Abdul Kassim Saheb being the lighting charges in the tomb of the late Prince K. K. Bahadur for Feb. 31 ...			3 9 0	

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CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

	Paid to Abdul Kassim Saheb expenses for pegions' grains ...	61	1	8	0	5	1	0
	* * *							
1931 March, 5th	By Religious Exps. A/C.	65F						
	Paid to Mirza Abul Kassim Sb. being the extra Majlis expenses ...	61				5	0	0
	* * *							
1931 March 9th	By Religious Exps. A/C.	69F						
	Pd. to Moulvi Syed Kazem Hossain Sb. being the weekly Majlis expenses from January to March 31	61				26	0	0
	* * *							
1931 March 16th	By Religious Exps. A/C.	81F						
	Paid to Moulvi Syed Kazim Hossain Sb. being the expenses for repairing the articles (Putka) of Imambara *viz.* Falk etc. ...		100	0	0			
	Pd. to Moulvi Abul Kassim Sb. being the annual Nowruz expenses ...	82F 61	20	0	0	120	0	0
	* * *							
	By Religious Exps. A/C	85F						
1931 March, 17th	Pd. to Abdul Kassim Sb. being the monthly expenses for lighting the tomb of the late Prince K. K. Bahadur at Matiabruz for March 1931 ...		3	9	0			

Defendants' Exhibit.

Ext. U(4)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1931. (Extracts).

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Cr.

Dr.

			Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
	Paid to Abul Kassem Sb. being the expenses of grains required for the pegions sheltered into the Imambara for March 1931	86F 61	1 8 0	5 1 0	Ext U(4)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1931. (Extracts).
	* * *				
	Loan A/c.	123F			
27-3-31	Paid to Nawab Zinnat Ara Zaynub Begum *alias* Juhi Begum as repayment of loan taken from her in 1924 out of Rs. 1,200 the balance now due ...	36		25 0 0	
	* * *				
1931 April 1st	By Religious Exps. A/C.	133F			
	Pd. to Mirza Md. Abul Kassim Sb. being the monthly charges for lighting the tomb of the late Prince K. K. Bahadur at Matiabruz for April, 1931		3 9 0		
	* * *				
1931 April 9th	By Religious Exps. A/C	149F			
	Pd. to Kazim Hossain Saheb being the weekly Majlis exps. of the month of April 1931	61		10 0 0	
	* * *				
1931 May 2nd	By Religious Exps. A/C	173F			
	Pd. to Moulvi Kazim Hossain				

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	Sb. being the price of one sheep for sacrifice during Idat Zuha including Mis. expenses	61			7 0 0	Defendants' Exhibit.
	* * *					Ext. U(4)— General Account Book of the Wakf Estate of late Prince K. K. Babadur for the year 1931. (Extracts).
1931 May 3rd	By Religious Exps. A/C.	180F				
	Pd. to Sayed Kazim Hossain Sb. being the charges for lighting the tomb of the late Prince and also costs of grains required for the pegions sheltered into the Imambara, for April 1931	61			5 1 0	
	* * *					
	Religious Exps. A/C.	186F				
1931 May, 7th	Pd. to M. Syed Kazim Hussain Sb. being the monthly charges for repairing Fatka of Imambara for May 1931		10 0 0			
	Do. being the expenses for weekly Majlises held during the May 31 ...	187F 61	10 0 0		20 0 0	
	* * *					
	Religious Exps. A/C	236F				
1931 June, 6th	Pd. to Moulvi Kazim Hussain Sb. being the Exps. for lighting the tomb of the late Prince and as costs of grains required for pegions, sheltered into the Imambara ...	61			5 1 0	

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Cr.

Dr.

				Rs.	A.	P.	Rs.	A.	P.	Defendants' Exhibit.
	* * *									Ext. U(4)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1931. (Extracts).
1931 July 10th	By Religious Exps. A/C	291F								
	Pd. to Moulvi Syed Kazim Hussain Sb. being the monthly expenses for lighting the tomb of the late Prince including the cost of grain required for the pegions ...			5	1	0				
	Do. for weekly Majlis Exps. during the month of July 1931	292F		10	0	0				
	Do. being the monthly Exps. for repairing Putka of the Imambara	293F	61	10	0	0	25	1	0	
	* * *									
	By Religious Exps. A/C	320F								
1931 July 31st	Pd. to Moulvi Kazim Hussain Sb. Karpordiz being the Exps. for Annual Maharrum and Chhelom Ceremony took place in 1350 H. corresponding to the English year 1931 ...		68				843	4	0	
31-7-31	Legal Charges A/C	321F								
	Paid to Maulvi Kazim Hossain Sb. being the Exps. in mutation case of									

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Defendants' Exhibit.

Ext. U(4)—General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1931. (Extracts).

	Vilaiʻty Bagh property at Lucknow including Railway fares, Pleaders' fees and other incidental expenses as detailed in the voucher deducting Rs. 60 advanced on 25-11-30	20				85	14	6
	Religious Exps. A/C	330F						
1931 August 8th	Pd. to Moulvi Kazim Hussain Sb. being the charges for lighting the tomb of the late Prince including the cost of grains required for the pegions ...		5	1	0			
	Do. as expenses for weekly Majlises	331F 62	10	0	0	15	1	0
	* * *							
14-8-31	Legal Charges Account.	336F						
	Paid to Ramanuj pleader being his fees for attending Calcutta Corporation Office *Re*: Mutation case of 1/1 K. S. Lane including Taxi hire	20				7	0	0
	* * *							
19-8-31	Legal Charges A/C	341F						
	Paid to Imam pleader being his fee for Mutation Case *Re*: 1/1 Kayla Sarak Lane and Taxi hire on different dates *Re*: Mis. Jdl. Case No. 189/28, Dist. Judge ...	20	11	6	0	25	3	0

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Cr.

Dr.

			Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
	* * *				Ext. U(4)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1931. (Extracts).
	By Religious Exps. A/c.				
1931 September 12th	Paid to Moulvi Kazim Hussain Sb. being the monthly charges for lighting the tomb of the late Prince including the cost of grains required for the pegions	62		5 1 0	
	By Religious Exps. A/C				
	Paid to Moulvi Kazim Hussain Sb. being the charges for weekly Majlises for September 1931 ...	62		8 0 0	
	* * *				
	By Religious Exps. A/C				
1931 October 5th	Pd. to Moulvi Kazim Hussain Sb. being the monthly charges for lighting the tomb of the late Prince		3 9 0		
	Pd. to Moulvi Kazim Hussain Sb. being the monthly charges for repairing the Phatka of Imambara		10 0 0		
	Pd. to Moulvi Kazim Hussain Sb. being the weekly Majlis expenses for October 1931	62	8 0 0	21 9 0	

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Defendants' Exhibit.

Ext. U(4)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1931. (Extracts).

* * *

1931 November 8th	Religious Exps. A/C							
	Pd. to Moulvi Kazim Hussain Sb. being the usual expenses for lighting the tomb of the late Prince for November 1931 ...		3	9	0			
	Do. Do. being the monthly charges for repairing the Putka of the Imambara as usual		10	0	0			
	Do' being the expenses for the weekly Majlises for Oct./31	62	10	0	0	23	9	0

* * *

	Religious Exps. A/C							
1931 November 20th	Pd. to M. Kazim Hussain Sb. being the Kunda expenses taken place in the month of Razab as detailed in the Voucher	62				33	0	0

* * *

	Religious Exps. A/C							
1931 December 11th	Pd. through M. Eusuf monthly expenses for lighting the tomb of the late Prince K. K. Bahadur for Nov/1931	62				3	9	0

* * *

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Cr.

Dr.

			Rs. A. P.	Rs. A. P.	Defendants' Exhibit.
	Religious Exps.				
1931 December 19th	Pd. to Moulvi Syed Kazim Hussain Sb. being the Imambara weekly Majlis expenses	62		10 0 0	Ext. U(4)— General Account Book of the Wakf Estate of late Prince K. K. Bahadur for the year 1931. (Extracts).
	* * *				

Ext. U (4).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 9-5-35.

N. B.,

3rd Addl. S. Judge.

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Ext. FF(9)—Certified copy of petition on behalf of Rai Sahib Sunder Mull in Misc. Judl. Case No. 191 of 1925 of the Court of the District Judge, 24-Parganas.

Defendants' Exhibit.

Ext. FF(9)—Certified copy of petition on behalf of Rai Saheb Sundar Mall in Misc. Judl. Case No. 191 of 1925 of the Court of the District Judge, 24-Parganas, filed on the 8th January, 1926.

(District and Sessions Judge's Court,

24-Parganas

Filed

8 Jan. 1926).

In the Court of the District Judge, 24-Parganas at Alipur.

Mis. Judl. Case No. 191 of 1925, under Act XIV of 1920.

The humble petition of Rai Saheb Sunder Mull

Most respectfully sheweth :—

1st. That Mirza Mahammad Sayed Ali, Mutwalli to the Wakf estate of Prince Kamar Kader Mirza Mahammad Abed Ali Bahadur filed a petition in the above case for your honour's direction, advice and opinion for refunding to your petitioner the War Bonds of Rs. 30,000 (Thirty thousand rupees) with all interest which has accrued upon them and deposited in this Court in Misc. Judl. Case No. 43 of 1920 in full satisfaction of your petitioner's claim against the said Matwalli and the said Wakf estate and the said Mutwalli's counter-claim against your petitioner in view that it would be highly beneficial to the Wakf estate.

2nd. That to get peace and avoid further litigation your petitioner is agreeable to receive the said War bonds with all interest due thereon and deposited in Misc. Judl. Case 43 of 1920 in terms of the stipulations mentioned above in case your honour be pleased to pass an order to that effect.

3rd. That your petitioner reserves his right to sue the said Mutwalli for your petitioner's just dues in case your honour be pleased to disapprove the aforesaid prayer of the said Mutwalli in terms of para 1 herein.

Your petitioner, therefore, humbly prays that your Honour will be graciously pleased to pass the necessary orders for

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Defendants' Exhibit.

Ext. FF(9)—Certified copy of petition on behalf of Rai Saheb Sundar Mall in Misc. Judl. Case No. 191 of 1925 of the Court of the District Judge, 24-Parganas, filed on the 8th January, 1926.

the refund of War Bonds of Rs. 30,000 (Thirty thousand rupees) with all interest due thereon and deposited in Misc. Judl. Case 43 of 1920 of this Court to your petitioner.

And your petitioner, as in duty bound, shall ever pray &c.

Sd. Sunder Mull.

(Certified to be a true copy etc.)

Ext. FF(9).

T. S. 1 and 2 of 1934
for defendants
on 16-5-35.

N. B. B.,

3rd Addl. S. Judge.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. FF(8)—Certified copy of extract from the order-sheet in Misc. Judl. Case No. 191 of 1925 of the Court of the District Judge, 24-Parganas.

Defendants' Exhibit.

Ext. FF(8)—Certified copy of extract from the order-sheet in Misc. Judl. Case No. 191 of 1925 of the Court of the District Judge, 24-Parganas, dated the 8th January, 1926.

Order-sheet.

District 24-Parganas.

In the Court of the District Judge of 24-Parganas.

...

Mis. Judl. Case No. 191 of 1925 (Wakf).

Prince Mirza Mohammad Sayed Ali Bahadur ... *Applicant.*

Extract from Order-sheet.

Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5
5.	8-1-26.	Vakils heard. The Court directs that the amount of Rs. 30,000 in War Bonds together with interest accrued thereon be paid to Rai Sahib Sunder Mull as approved by the Board of Trustees, and in terms of para 14 of the Mutwalli's petition dated 21st December, 1925. The pleader for Saheba Khatun also appears and states that she has no objection to the order in above terms. Rai Saheb Sunder Mull has		

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Serial number of order or proceeding.	Date of order or proceeding.	Order or other proceeding.	Signature of Judge.	Signature of parties or pleaders, when necessary.
1	2	3	4	5
		also petitioned that the G. P. Notes may be returned to him	(Sd.) J. F. Graham, District Judge.	

Defendants' Exhibit.

Ext. FF(8)—Certified copy of extract from the order-sheet in Misc. Judl. Case No. 191 of 1925 of the Court of the District Judge, 24-Parganas, dated the 8th January, 1926.

(Certified to be a true copy etc.)

Ext. FF(8).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 16-5-35.

N. B. B.,
3rd Addl. S. Judge.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. 6

X for identification —*Registered power of attorney executed by Nawab Zinnat Ara Zainab Begum* alias *Juhi Begum in favour of Sheikh Wazir Ali.*

Plaintiffs' Exhibit.

Ext. 6

X for identification— Registered power of attorney executed by Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Sheikh Wazir Ali, dated the 19th August, 1926.

(T. I.)

This is the thumb impression of Nawab Zinnat Ara Zaynab Begum *alias* Juhi Begum.

Syed Nawab Jan.

Know all men by these presents that whereas it is necessary to appoint lawful attorney and attorneys for drawing my pension and to do all other acts I, Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum Saheba daughter of Prince Kamar Kader Mirza Mohammad Abed Ali Bahadur Shiah Mussalman, Political Pensioner at present residing at No. 28, Circular Garden Reach Road, Kidderpore Suburbs of Calcutta Thana Ekbalpore, Sub-Registry Alipore, District 24-Parganas (appointer) have made, constituted, appointed, and by these presents do make constitute and appoint Sheik Wazir Ali, son of late Sheikh Sobrati Mussalman, service-holder of Garbari Lane, Kidderpore, Thana Watgunge Sub-Registry Alipore District 24-Parganas my true and lawful attorney for me, in my name or otherwise for my use, to ask, demand and receive, sue for recover and withdraw interest of Promissory Notes and cash all and every cheques or cheque drawn in my favour and all and every sum and sums of money whatever that are or is now or may hereafter be due and owing to me or to which I am or may hereafter be entitled from the pension office and treasury at Alipore or from any other treasury, Bank and other places or parts of British India to which my pension may be transferred and on receipt of payment thereof or any part thereof to sign and deliver for me proper receipts, discharges, acquittances for the same, and also to take all lawful proceedings in all Civil and Criminal Courts or revenue offices established or that may hereafter be established in British India including the Courts of Judge's Sub-Judges, Small Causes Court Judges, Munsiffs, Magistrates, Deputy Magistrates, Sub-Deputy Magistrates, Collector, Deputy Collectors Sub-Deputy Collectors, Commissioners, Deputy Commissioners Judicial Commissioners, Revenue or Registration Offices, Settlement Offices, High Courts, Revenue Boards and also to commence and carry on or defend at law or in equity all actions, suits and other proceedings touching anything in which my real or personal estate may be in anywise concerned and also to demand and sue for enforce payment and receive and give discharges for all monies, securities, debts and chattels and to appoint Muktears, revenue-agents, pleaders, Vakils, attorneys, advocates, barristers on my behalf according to the terms of these presents to do all other lawful acts and things in and about the premises and

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Plaintiffs' Exhibit.

Ext. 6

X for identification—Registered power of attorney executed by Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Sheikh Wazir Ali, dated the 19th August, 1926.

effectually as I could do the same if I were personally present. And all and whatever the said Sheikh Wazir Ali does in the premises I the said Nawab Zinnat Ara Zainab Begum *alias* Nawab Juhi Begum do hereby undertake to ratify and confirm.

In witness whereof I the said Nawab Zinnat Ara Zainab Begum *alias* Nawab Juhi Begum Saheba hereunto set my hand this 19th day of August, 1926.

(T. I.)

This is the thumb impression of Nawab Zinat Ara Zainab Begum *alias* Juhi Begum.

Syed Nawab Jan.

Witness:

Mabammad Habil, Babubazar, Kidderpur.

Witness:

Abdur Rabbani, 18 Kaylasarak Road, Kidderpore.

(Written in Urdu).

Admissible under Rule 23 duly stamped under the Bengal Stamp (Amendment) Act 19 Schedule 1 A No. 48(d).

Fee Paid.

E	...	2/-
N	...	-/8/-
K(1)	...	5/-
		7/8

No. 1180.

Sold to Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum Saheba of Kidderpore.

For Rs. 7/8 only.
Dated 16th August 1926.
Alipore Judge's Court.
24-Parganas.

(Illegible).
Vendor.

Presented for registration at 1/30 P. M. on the 19th day of August, 1926 at the Alipur Sub-Registry Office by Sheik Wazir Ali son of late Sheik Sabrati of Garbari Lane Kidderpore, Thana Watgunge, District 24-Parganas, by caste Mussalman, by profession service-holder the claimant.

Sig. in Urdu.
(Wajir Ali.)

Sd. (Illegible).
19-8-1926.
(Illegible).

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Having visited the residence of Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum daughter of Prince Kamar Kader Mirza Mahammad Abed Ali Bahadur at 28 Circular Garden Reach Road, Thana Ekbalpur, Shiah Mussalman, Political Pensioner, I have this day the 19th day of August, 1926 examined the said Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum who has been identified to my satisfaction by her brother Prince Mirza Mahammad Said Ali of Circular Garden Reach Road Kidderpur Shiah Mussalman Political Pensioner and the said Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum admitted the execution of this document.

Plaintiffs' Exhibit.

Ext. 6

X for identification—Registered power of attorney executed by Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Sheikh Wazir Ali, dated the 19th August, 1926.

T. I. No. 188.

Nawab Zinat Ara Zainab Begum *alias* Juhi Begum Saheba

By the pen of

Mirza Md. Jafar Shirazi.

'X' for identification

Mirza Muhammad Saidali.

N. B.,

Sd. (Illegible),

3rd Addl. S. J.

Sadar Sub-Registrar of Alipur.

25-3-35.

19-8-1926.

Ext. 6.

T. S. 1 and 2 of 1934
on behalf of plaintiff No. 2
on 25-3-35.

N. B.,

3rd Addl. S. Judge.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. AA—Certified copy of written-statement on behalf of defendant No. 1 Nawab Shah Bahu Amir Begum Saheba in Title Suit No. 29 of 1926 of the 3rd Court of the Subordinate Judge, 24-Parganas.

(Sub-Judge's 3rd Court
Filed 3rd December, 1926
24-Parganas).

Nawab Shah Bahu Amir Begum
by the pen of
Nawabjan
by
Sd. M. Rahaman,
Pl.

Defendants' Exhibit.

Ext. AA—Certified copy of written-statement on behalf of defendant No. 1 Nawab Shah Bahu Amir Begum Saheba in Title Suit No. 29 of 1926 of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 3rd December, 1926.

In the Court of the Third Subordinate Judge at Alipore.

District Twenty-four Parganas.

Title Suit No. 29 of 1926.

Francis Higgins Pell ... ... *Plaintiff*

versus

Nawab Shah Bahu Amir Begum and others ... *Defendants.*

Written-statement of defendant No. 1 Nawab Shah Bahu Amir Begum Saheba:—

1. That the plaintiff has no cause of action against this defendant.

2. That the suit is not maintainable in its present form.

3. That the suit is not maintainable in law and is barred by limitation.

4. That the Court-fees paid is not sufficient.

5. That the suit cannot proceed unless the plaintiff pays *advalorem* Court-fees.

6. That the suit is barred under Section 42 of the Specific Relief Act.

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Defendants' Exhibit.

Fxt. AA—Certified copy of written-statement on behalf of defendant No. 1 Nawab Shah Bahu Amir Begum Saheba in Title Suit No. 29 of 1926 of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 3rd December, 1926.

7. That the suit is bad for mis-joinder and non-joinder of parties.

8. That the suit is speculative, collusive and not a *bonafide* one.

9. That save and except what is expressly admitted herein this defendant denies all the allegations of the plaint and puts the plaintiff to strict proof thereof.

10. That the allegations in para 1 of the plaint are not correct. The disputed properties were purchased by this defendant's husband in the name of this defendant and he was in possession thereof. The said property is now in the possession of Prince Mirza Mohammad Said Ali Bahadur the Mutwalli of the Waqf created by this defendant's husband.

11. That with reference to the allegations in para 2 of the plaint this defendant submits that she is an old, illiterate Purdanashin lady who had always been leading a happy married life till the year 1916 when this defendant's husband took a concubine and began to live in a separate house leaving this defendant alone and it was at this time that she was practically besieged by her son-in-law Hashim Ali Khan and his brother and by her grand-son Hamid Ali Khan *alias* Laddan Aga all of whom with the object of destroying the Wakf created by her husband jointly and severally by various sorts of devices and misrepresentations placed her entirely in their clutches and began to handle her affairs in the way they liked and taking advantage of her old age, illiteracy, helpless condition and the then feelings between this defendant and her husband induced her to put her thumb impression on some documents with the object of putting her husband into trouble without informing her of the true nature and contents of the documents and this defendant being completely at their mercy at the time and having no independent advice put implicit confidence in them and put her thumb impression on many papers without knowing the true nature and effect of such documents. This defendant believes that the conveyance referred to in para 2 is one of such documents taken from her fraudulently and by misrepresentation without her knowledge. This defendant also submits that she did not receive any consideration for the said conveyance and did not even know at the time that it was a conveyance and that the said document is in valid in law.

12. That with reference to the allegations in para 3 of the plaint this defendant submits that she has absolutely no knowledge of the agreement alleged to have been executed by the said firm in her favour agreeing to reconvey and re-transfer the said properties on this defendant's repaying to the said firm the said amount on or before the 15th July, 1920 together with compensation for additions, alterations or improvements if any made by the said firm on or before the date of such payment as alleged. This defendant begs to state that she came to know of the purport of the said document only when the plaint in the present case was read over and explained to her. This defendant

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further submits that the documents alleged in para 3 of the plaint did not create any mortgage charge over the properties in suit as alleged by plaintiff.

Defendants' Exhibit.

Fxt. AA— Certified copy of written-statement on behalf of defendant No. 1 Nawab Shah Bahu Amir Begum Saheba in Title Suit No. 29 of 1926 of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 3rd December 1926.

13. This defendant denies the allegations in para 4 of the plaint she had neither any property to create mortgage debt nor did she ever create any mortgage debt and that she never approached the plaintiff through her son-in-law or any body else for a temporary loan in order to repay the alleged mortgage debt.

14. This defendant denies all knowledge of the allegations contained in para 5 of the plaint. This defendant never executed any Promissory Note for Rs. 15,500/- and never asked Hashim Ali Khan or Kashim Ali Khan or Harry Jones or Joseph Hyam or any one to be her surety and that she did not receive any considerations for the same as alleged. She does not even know who Harry Jones or Joseph Hyam is.

15. This defendant denies all knowledge of the allegations contained in para 6 of the plaint. She did not appoint Messrs. Jones & Co. as her attorneys and did not authorise them to receive payment on her behalf or to make promises and enter into agreements with the plaintiff or with anybody for the alleged transaction. This defendant denies the allegation about the alleged promissory note, or payment of consideration thereof or the alleged agreement to pay Rs. 15,000/- to Ebrahim Soleman Saleji & Co. and to create an enquitable mortgage and to subrogate the plaintiff to the position of the firm of Messrs. Ebrahim Soleman Salehji & Co. and begs to state that they are all absolutely false and further submits that even if there be any such transaction they are mere paper transactions, false, fraudulent and collusive being the doings of plaintiff and of the persons mentioned by plaintiff in conspiracy and collusion with each other. This defendant did not know anything about them till the plaint in the present suit was explained to her by her lawyer and there never had been any agreement between plaintiff and this defendant of the nature alleged in para 6 of the plaint.

16. This defendant denies all knowledge of the allegations made in para 7 of the plaint, there had never been any such agreement between plaintiff and this defendant as stated in this paragraph.

17. This defendant denies all the allegations in para 8 of the plaint and states that she has absolutely no knowledge thereof. This defendant further submits that, under the circumstances aforesaid, there was absolutely no occasion for this defendant for getting a re-conveyance, and so no question of neglect arises.

18. Regarding the allegations in para 9 of the plaint this defendant denies that the plaintiff has become an equitable mortgagee in respect of the disputed properties and submits that on plaintiff's own allegation in the plaint the plaintiff is not entitled to have any equitable mortgage charge over the

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Defendants' Exhibit.

Ext. AA—Certified copy of written-statement on behalf of defendant No. 1 Nawab Shah Bahu Amir Begum Saheba in Title Suit No. 29 of 1926 of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 3rd December, 1926.

properties in suit with any interest or to be subrogated There was never any payment by plaintiff to this defendant nor any agreement by this defendant to pay Rs. 12 per cent per annum as interest.

The interest claimed is excessive and illegal.

19. This defendant does not know anything about the allegations in para 10 of the plaint. This defendant denies all knowledge of the decree alleged to have been obtained by defendant No. 2 against this defendant in the Original Side of the Hon'ble High Court. It is absolutely false that this defendant in collusion with defendant No. 2 caused the properties in suit to be sold or that in execution of the said alleged decree the said defendant No. 2 Yaqub Ariff purchased the properties. This defendant submits that the alleged decree and sale and the present suit are the outcome of a deep conspiracy and collusion between the plaintiff, the said Yaqub Ariff and the aforesaid Hashim Ali Khan and Mr. Issac Hayam etc., all of whom were and are on great friendly terms with one another.

20. This defendant denies that plaintiff had no notice of the proceedings mentioned in para 11 of the plaint and that he came to know of it for the first time after making enquiries and searches sometime in the beginning of the year 1923.

21. The allegations in para 12 of the plaint are false and malicious. This defendant is neither related to defendant No. 2 nor is the latter her close friend or confidential adviser. The defendant No. 2 had never had anything to do with her affairs. This defendant never had or has any property of her own. This defendant has no creditors and has not defrauded any. This defendant further submits that on the contrary when this defendant's husband was living in a separate house with his concubine some speculators in conspiracy and collusion with this defendant's son-in-law and grandson involved her as well as themselves in litigations of this nature with the result that this defendant has been cut off from her relations and in practically a wreck now.

22. This defendant denies *in toto* all the allegations in para 13 of the plaint and states that they are all false. Plaintiff is in collusion with defendant No. 2 and has brought to present speculative suit in collusion with him.

23. Regarding the allegations in para 14 of the plaint this defendant submits that the plaintiff has acquired no right either as an equitable mortgagee or as one who has been subrogated to the rights of the alleged previous mortgagee with respect to the said properties and that he has absolutely no right to bring this suit and that this defendant has been unnecessarily joined as a party to this suit.

24. This defendant has no knowledge of the allegations in para 15 of

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the plaint and denies the allegations regarding this defendant in the said paragraph.

25. That with reference to the statement in para 17 of the plaint this defendant submits that the plaintiff's cause of action is imaginary and that he is not entitled to any relief in this suit which is purely a speculative suit and this defendant prays that the suit be dismissed with costs in favour of this defendant.

Verification.

I Nawab Shah Bahu Amir Begum, do hereby declare that the statements contained in para 1 are true to my belief, those in paras 2, 3, 4, 5, 6, 7, 8, 20, 23 and 25 are true to my information and belief, those in paras 10, 11, 12, 13, 14, 16, 17, 21 and 24 are true to my knowledge, those in paras 15, 18 and 22 are true to my knowledge and belief and those in para 19 are true to my knowledge, information and belief and sign this verification at my own house at 9 A. M. this 3rd day of December 1926.

Sd. Nawab Shah Bahoo Amir Begum

by the pen of

Sd. Nawab Jan.

(Certified to be a true copy etc.)

Ext. AA. (Original proved.)
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 14-5-35.
N. B.,
3rd Addl. S. J.

Defendants' Exhibit.

Ext. AA— Certified copy of written-statement on behalf of defendant No. 1 Nawab Shah Bahu Amir Begum Saheba in Title Suit No. 29 of 1926 of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 3rd December 1926.

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Ext.—E(11)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali [with Ext. E—Seal mark of Amir Begum].

Defendants' Exhibit.

Ext. E(11)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali, dated the 16th January, 1927 [with Ext. E—Seal mark of Amir Begum].

I, Sah Bahu Amir Begum Saheba, wife of Prince Mirza Qader Mirza Abed Ali Bahadur, deceased resident of 28 Circular Garden Reach Road, Kidderpore, Calcutta, having received the sum of Rs. 100 as my allowance per month according to the terms of the Wakfnama of the deceased Prince from Mirza Mahammad Syed Ali Mutwalli, grant this receipt so that it may serve as an authority and may come to use when required. Dated the 16th January, 1927.

Rs. 100.

[On one anna stamp

Seal of Amir Begum.

Ext. E (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 29-3-35.

N. B.,

3rd Addl. S. J.]

Ext. E(11).
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 11-5-35.
N. B.,
3rd Addl. S. J.

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Ext. E(23)—English translation of the receipt [Ext. E(11)] granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur.

Nawab Amir Begum A/c.

Defendants' Exhibit.

Ext. E(23)—English translation of the receipt [Ext. E(11)] granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 16th January, 1927.

I, Shah Bahu Amir Begum Saheba, widow of Prince Kamar Kader Mirza Md. Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road Kidderpur, Calcutta having received Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Muhammad Sayed Ali Bahadur the Mutwalli of the estate granted this receipt so that it may serve as an authority and he of (*sic*) use when required. Dated 16th January, 1927.

Stamps.

Seal of Shah Bahu.

It is correctly translated.

Sayed Muhammad Ali.

14-5-35.

Ext. E(23).
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 15-5-35
N. B.,
3rd Addl. S. Judge.

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Ext. E(13)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md Syed Ali Bahadur [with Ext. E(2)— Seal mark of Amir Begum].

Defendants' Exhibit.

Ext. E(13)— Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 9th February, 1927 [with Ext. E(2)— Seal mark of Amir Begum]

Amir Begum Saheba's A/c.

I, Shah Bahu Amir Begum Saheba, wife of Prince Mirza Qamar Qader Mirza(?) Abed Ali Bahadur deceased resident of 28 Circular Garden Reach Road, Kidderpore, Calcutta having received the sum of Rs. 100 as my allowance according to the terms of the Wakfnama of the deceased Prince from Mirza Mahammad Syed Ali Bahadur Mutwalli through the manager Saheb, grant this receipt so that it may serve as an authority and may come to use when required. Dated the 9th February, 1927.

[On one anna stamp

(Seal of Amir Begum)

Ext. E(2) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 29-3-35.

N. B.,

3rd Addl. S. J.]

Ext. E(13).
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 11-5-35.
N. B.,
3rd Addl. S. J.

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Ext. E(25)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur.

Nawab Amir Begum A/c.

Defendants' Exhibit.

Ext. E(25)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 9th February, 1927.

I, Shah Bahu Amir Begum Saheba, widow of Prince Kamar Kader Mirza Md. Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpur, Calcutta having received Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Muhammad Sayad Ali, Bahadur the Mutwalli of the estate through the Manager Sahab granted this receipt so that it may serve as an authority and he of (*sic*) use when required.

Dated 9-2-27.

Stamps.

Seal of Shah Bahu.

It is correctly translated.

Sayed Muhammad Ali.

14-5-35.

Ext. E(25).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 15-5-35.

N. B.,

3rd Addl. S. Judge.

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Ext. E(14)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur [with Ext. E(3)— Seal mark of Amir Begum.]

Nawab Amir Begum Saheba's A/c.

Defendants' Exhibit.

Ext. E(14)— Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 14th March, 1927 [with Ext. E(3)— Seal mark of Amir Begum]

I, Shah Bahu Amir Begum Saheba, wife of Prince Mirza Qamar Qader Mirza Abed Ali Bahadur deceased, resident of 28 Circular Garden Reach Road, Kidderpore, Calcutta, having received the sum of Rs. 100 as my allowance according to the terms of the Wakfnama of the deceased Prince from Mirza Mahammad Syed Ali Bahadur, Mutwalli through the Manager Saheb, grant this receipt, so that it may serve as an authority and may come to use when required.

Dated the 14th March 1927.

[On one anna stamp.

(Seal of Amir Begum.)

Ext. E(3) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 29-3-35.

N. B.,

3rd Addl. S. J.]

Ext. E(14).
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 11-5-35.
N. B.,
3rd Addl. S. J.

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Ext. E(26)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Sayed Ali Bahadur.

Defendants' Exhibit.

Ext. E(26)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 14th March, 1927.

Nawab Amir Begum A/c.

I, Shah Bahu Amir Begum Saheba, widow of Prince Kamar Kader Mirza Muhammad Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpore, Calcutta, having received Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Muhammad Sayed Ali Bahadur the Mutwalli of the estate through the Manager Saheb granted this receipt so that it may serve as an authority and he of (*sic*) use when required.

Dated 14-3-27.

Stamps.

Seal of Shah Bahu.

It is correctly translated.

Sayad Muhammad Ali.

14-5-35.

Ext. E(26).
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 15-5-35.
N. B.,
3rd Addl. S. Judge.

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Ext. E(15)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur [with Ext. E(4)— Seal mark of Amir Begum].

Defendants' Exhibit.

Ext. E(15)— Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 11th April, 1927 [with Ext. E(4)— Seal mark of Amir Begum]

Nawab Amir Begum Saheba's A/c.

I, Shah Bahu Amir Begum Saheba, wife of Prince Qamar Qader Mirza Abed Ali Bahadur, deceased, resident of 28 Circular Garden Reach Road, Kidderpore, Calcutta, having received the sum of Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Mahamad Syed Ali Bahadur, Mutwalli, through the Manager Saheb, grant this receipt so that it may serve as an authority and may come to use when required. Dated the 11th April, 1927.

(On one anna stamp).

(Seal of Amir Begum).

Ext. E(4) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 29-3-35.

N. B.,

3rd Addl. S. J.

Ext. E(15).
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 11-5-35.
N. B.
3rd Addl. S. J.

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Ext. E(27)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur.

Defendants' Exhibit.

Ext. E(27)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 11th April, 1927.

Nawab Amir Begum A/c.

I, Shah Bahu Amir Begum Saheba, widow of Prince Kamar Kader Mirza Md. Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpore, Calcutta having received Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Mahamad Sayed Ali Bahadur the Mutwali of the estate through the manager Saheb granted this receipt so that it may serve as an authority and he of (*sic*) use when required.

Date 11-4-27. Stamps.

Seal of Shah Bahu.

It is correctly translated.

Sayed Mahammad Ali.

14-5-35.

Ext. E(27).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 15-5-35.

N. B.,

3rd Addl. S. Judge.

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Ext. E(16)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Sayed Ali Bahadur [with Ext. E(5)— Seal mark of Amir Begum.]

Nawab Amir Begum Saheba's A/c.

Defendants' Exhibit.

Ext. E(16)— Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 21st May, 1927 [with Ext. E(5)— Seal mark of Amir Begum].

I, Shah Bahu Amir Begum Saheba, wife of Prince Qamar Qader Mirza Mahamad Abed Ali Bahadur, deceased resident of 28 Circular Garden Reach Road, Kidderpore, Calcutta, having received the sum of Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Mahamad Syed Ali Bahadur, Mutwalli, through the Manager Saheb, grant this receipt, so that it may serve as an authority and may come to use when required. Dated the 21st May, 1927.

(On one anna stamp).

(Seal of Amir Begum).

Ext. E(5) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 29-3-35.

N. B.,

3rd Addl. S. J.

Ext. E(16).

T. S. 1. and 2 of 1934
for defendants 3 and 4
on 11-5-35.

N. B.,

3rd Addl. S. J.

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Ext. E(28)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Sayed Ali Bahadur.

Defendants' Exhibit.

Ext. E(28)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 21st May, 1927.

Nawab Amir Begum A/c.

I, Shah Bahu Amir Begum Saheba, widow of Prince Kamar Kader Mirza Muhammad Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpore, Calcutta having received Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Muhammad Sayed Ali Bahadur, the Mutwali of the estate through the Manager Saheb granted this receipt so that it may serve as an authority and he of (*sic*) use when required.

Date 21st May, 1927.

Stamps.

Seal of Shah Bahu.

It is correctly translated.

Sayed Muhammad Ali.

14-5-35.

Ext. E(28).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 15-5-35.

N. B.,

3rd Addl. S. Judge.

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Ext. E(17)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur [with Ext. E(6)—Seal mark of Amir Begum].

Defendants' Exhibit.

Ext. E(17)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 19th June, 1927 [with Ext. E(6)—Seal Mark of Amir Begum].

I, Shah Bahu Amir Begum Saheba, wife of Prince Qamar Qader Mirza Mohammad Abed Ali Bahadur deceased resident of 28, Circular Garden Reach Road, Kidderpore, Calcutta, having received the sum of Rs. 100/- as my allowance, according to the terms of the Wakfnama of the deceased Prince, from Mirza Mohammad Syed Ali Bahadur Mutwalli of the Wakf Estate, through the Manager Saheb, grant this receipt so that it may serve as an authority and may come to use when required. Dated the 19th June 1927.

(On one anna stamp).

(Seal of Amir Begum).

Ext. E(6) (S. O.)

T. S. 1 & 2 of 34

for defendants 3 & 4

on 29-3- 35.

N. B.,

3rd Addl. S. J.

Ex. E(17).

T. S. 1 & 2 of 34
for defendants 3 & 4
on 11-5-35.

N. B.,

3rd Addl. S. J.

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Ext. E(29)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur.

Nawab Amir Begum A/c.

Defendants' Exhibit.

Ext. E(29)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 19th June, 1927.

I, Shah Bahu Amir Begum Saheba, widow of Prince Kamar Kader Mirza Md. Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpur, Calcutta having received Rs. 100/- as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Mohammad Sayed Ali Bahadur the Mutwali of the estate through the Manager Saheb granted this receipt so that it may serve as an authority and he of (*sic*) use when required.

19th June, 1927.

Stamps.

Seal of Shah Bahu.

It is correctly translated.

Sayed Mohammad Ali.

14-5-35.

Ext. E(29).

T. S. 1 & 2 of 34
for defendants 3 & 4
on 15-5-35

N. B.,

3rd Addl. S. Judge.

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Ext. E(18)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur [with Ext. E(7)—Seal mark of Amir Begum].

Amir Begum Saheba's A/c.

Defendants' Exhibit.

Ext. E(18)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 20th September, 1927 [with Ext. E(7)—Seal mark of Amir Begum].

I, Shah Bahu Amir Begum Saheba, wife of Prince Qamar Qader Mirza Mohammad Abed Ali Bahadur, resident of 28, Circular Garden Reach Road, Kidderpore, Calcutta, having received the sum of Rs. 100/- as my allowance according to the terms of the Wakfnama of the deceased Prince from Mirza Mohammad Syed Ali Bahadur, Mutwalli of the Wakf Estate, through the Manager Saheb, grant this receipt so that it may serve as an authority and may come to use when required. Dated the 20th September, 1927.

(On one anna stamp).

(Seal of Amir Begum).

Ext. E(7) (S. O.)

T. S. 1 & 2 of 34

for defendants 3 & 4

on 29-3-35.

N. B.,

3rd Addl. S. J.

Ext. E(18).

T. S. 1 & 2 of 34
for defendants 3 & 4
on 11-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. E(30)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur.

Defendants' Exhibit.

Ext. E(30)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 20th September, 1927.

Nawab Amir Begum A/c.

I, Shah Bahu Amir Begum Saheba, widow of Prince Kamar Kader Mirza Md. Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpur, Calcutta having received Rs. 100/- as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Mohammad Sayed Ali Bahahur the Mutwali of the estate through the Manager Saheb granted this receipt so that it may serve as an authority and he of (*sic*) use when required.

20th September, 1927.

Stamps.

Seal of Shah Bahu.

It is correctly translated.

Sayed Mohammad Ali.

14-5-35.

Ex. E(30).

T. S. 1 & 2 of 34
for defendants 3 & 4
on 15-5-35.

N. B.,

3rd Addl. S. Judge.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. E(19)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, (with Ext. E(8)— Seal mark of Amir Begum).

Defendants' Exhibit.

Ext. E(19)— Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 15th October, 1927 [with Ext. E(8)— Seal mark of Amir Begum]

I, Shah Bahu Amir Begum Saheba, wife of Prince Qamar Qader Mirza Mahammad Abeb Ali Bahadur, deceased resident of 28 Circular Garden Reach Road, Kidderpore, Calcutta having received the sum of Rs. 100 as my allowance according to the terms of the Wakfnama of the deceased Prince from Mirza Mahammad Syed Ali Bahadur Mutwalli of the estate through the Manager Saheb, grant this receipt so that it may serve as an authority and may come to use when required. Dated the 15th October, 1927.

(On one anna stamp)

(Seal of Amir Begum)

Ext. E(8) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 29-3-35.

N. B.,

3rd Addl. S. J.

Nawab Amir Begum Saheba's A/c.

Ext. E(19).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 11-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. E(31)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur.

Defendants' Exhibit.

Ext. E(31)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 15th October, 1927.

I, Shah Bahu Amir Begum Saheba, widow of Prince Kamar Kader Mirza Md. Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpur Calcutta having received Rs. 100 as my allowance under the terms of the Wakfnamah of the deceased Prince from Mirza Muhammad Syed Ali Bahadur the Mutwalli of the estate through the Manager Saheb granted this receipt so that it may serve as an authority and be of use when required. Dated 15th October, 1927.

It is correctly translated.

Sayed Muhammad Ali.

14-5-35.

Ext. E(31).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 15-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. E(20)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur [with Ext. E(9)— Seal mark of Amir Begum].

Nawab Amir Begum Saheba's A/c.

Defendants' Exhibit.

Ext. E(20)— Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 23rd November, 1927 [with Ext. E(9)— Seal mark of Amir Begum]

I, Shah Bahu Amir Begum Saheba, wife of Prince Qamar Qader Mirza Mahammad Abed Ali Bahadur, deceased resident of 28 Circular Garden Reach Road, Kidderpore, Calcutta, having received the sum of Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Mahammad Syed Ali Bahadur, Mutwalli of the estate, through the manager Saheb, grant this receipt so that it may serve as an authority and may come to use when required. Dated the 23rd November, 1927.

(On one anna stamp)

(Seal of Amir Begum)

Ext. E(9) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 29-3-35.

N. B.,

3rd Addl. S. J.

Ext. E(20).

T. S. 1 and 2 of 1934.
for defendants 3 and 4
on 11-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. E(22)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur.

Defendants' Exhibit.

Ext. E(22)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 23rd November, 1927.

Nawab Amir Begum A/c.

I, Shah Bahu Amir Begum Saheba widow of Prince Kamar Kader Mirza Muhammad Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpur Calcutta having received Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Mahammad Sayed Ali Bahadur the Mutwalli of the estate through the Manager Saheb granted this receipt so that it may serve as an authority and be of use when required. Dated 23rd November, 1927.

Stamps.

Seal of Shah Bahu.

It is correctly translated.

Syed Muhammad Ali.

14-5-35.

Ext. E(22).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 14-5-35.

N. B.,

3rd Addl. S. Judge.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. E(12)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur [with Ext. E(1)— Seal mark of Amir Begum]

Defendants' Exhibit.

Ext. E(12)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 17th December, 1927 [with Ext. E(1)—Seal Mark of Amir Begum].

Nawab Amir Begum Saheba's A/c.

I, Shah Bahu Amir Begum Saheba, wife of Prince Qamar Qader Mirza Mahammad Abed Ali Bahadur, deceased resident of 28 Circular Garden Reach Road, Kinderpore, Calcutta, having received the sum of Rs. 100 as my allowance according to the terms of the Wakfnama of the deceased Prince from Mirza Mahammad Syed Ali Bahadur, Mutwalli of the Estate through the Manager Saheb, grant this receipt so that it may serve as an authority and may come to use when required.

Dated the 17th December 1927.

[(On one anna stamp.)

(Seal of Amir Begum.)

Ext. E(1).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 29-3-35.

N. B.,

3rd Addl. S. J.

Ext. E(12).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 11-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. E(24)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur.

Nawab Amir Begum A/c.

Defendants' Exhibit.

Ext. E(24)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 17th December, 1927.

I, Shah Bahu Amir Begum Saheba widow of Prince Kamar Kader Mirza Muhammad Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpur Calcutta having received Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Muhammad Sayed Ali Bahadur the Mutwalli of the estate through the Manager Saheb granted this receipt so that it may serve as an authority and he of (*sic*) use when required.

Dated 17-12-27.

Stamps.

(Seal of Shah Bahu.)

It is correctly translated.

Sayed Muhammad Ali.

14-5-35.

Ext. E(24).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 15-5-35.

N. B.,

3rd Addl. S. Judge.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. E(21)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur [with Ext. E(10)—Seal mark of Amir Begum.]

Amir Begum Saheba's A/c.

Defendants' Exhibit.

Ext. E(21)—Receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 15th January, 1928 [with Ext. E(10)—Seal mark of Amir Begum].

I, Shah Bahu Amir Begum Saheba, wife of Prince Qamar Qader Mirza Mahammad Abed Ali Bahadur deceased, resident of 28 Circular Garden Reach Road, Kidderpore, Calcutta, having received the sum of Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Mahammad Syed Ali Bahadur Mutwalli of the Estate through the Manager Saheb on 15th January 1928, grant this receipt so that it may serve as an authority and may come to use when required.

Dated the 15th January 1928.

[(On one anna stamp.)

(Seal of Amir Begum.)

Ext. E(10). (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 29-3-35.

N. B.,

3rd Addl. S. J.]

Ext. E(21).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 11-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. E(32).—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Sayed Ali Bahadur.

I, Shah Bahu Amir Begum Saheba widow of Prince Kamar Kader Mirza Muhammad Abed Ali Bahadur deceased, resident of No. 28, Circular Garden Reach Road, Kidderpur Calcutta having received Rs. 100 as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Muhammad Sayed Ali Bahadur the Mutwalli of the estate through the Manager Saheb on 15-1-28 granted this receipt so that it may serve as an authority and be of use when required.

Dated 15th Jany. 1928.

It is correctly translated.

Sayed Muhammad Ali.

14-5-35.

Defendants' Exhibit.

Ext. E(32)—English translation of the receipt granted by Shah Bahu Amir Begum Saheba to Mirza Md. Syed Ali Bahadur, dated the 15th January, 1928.

Ext. E(32).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 15-5-35.

N. B.,

3rd Addl. S. Judge.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. D(5)—Certified copy of receipt granted by Zinnat Arah Zainab Begum alias *Juhi Begum to Mirza Mahammad Syed Ali Bahadur. (With Ext. D(1)—Signature of Wazir Ali).*

Juhi Begum's A/c.

Defendants' Exhibit.

Ext. D(5)—Certified copy of receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Mohamad Syed Ali Bahadur, dated the 10th February, 1928. [With Ext. D(1)—Signature of Wazir Ali].

I, Zinnat Arah Zainab Begum, *alias* Juhi Begum daughter of Prince Mirza Qamar Qader Mahammad Abed Ali Bahadur deceased, resident of 123 Circular Garden Reach Road, Kidderpore, Calcutta on receipt of Rs. 50 as my allowance according to the terms of the Wakfnama of the deceased Prince, from Mirza Mahammad Syed Ali Bahadur. Mutwalli of the estate, through the Manager Saheb on the 10th February, 1928 grant this receipt which may serve as an authority and may come to use when required. Dated the 10th February, 1928.

Rs. 50.

(one anna stamp.)
[(Thumb mark.)
This above thumb impression of Zinnat Arah Juhi Begum is put before me.
Wazir Ali (in Urdu)
Am-mukhtar.

Ext. D(1) (S. O.)
T. S. Nos. 1 and 2 of 1934
for defendants 3 and 4
on 29-3-35.
(Sd) N. Banerjee,
3rd A. S. J.]

(Certified to be a true copy etc.)

Ext. D(5).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 11-5-35 (original proved).

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. D(10) —English translation of the receipt granted by Zinnat Arah Zainab Begum alias *Juhi Begun to Mirza Md. Sayed Ali Bahadur.*

Defendants' Exhibit.

Ext. D(10)— English translation of the receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Md. Syed Ali Bahadur, dated the 10th February, 1928.

Zuhi Begum A/c.

Rs. 50.

I, Zinnat Ara Zainab Begum *alias* Juhi Begum daughter of Prince Kamar Kader Mirza Mahammad Abed Ali deceased resident of 123, Circular Garden Reach Road, Kidderpur, Calcutta having received Rs. 50 as my allowance under the terms of the Wakfnama of the deceased Prince, from Mirza Mahammad Sayed Ali Bahadur the Mutwalli of the estate through the manager Saheb on 10th February 1928 granted this receipt so that it may serve as an authority and be of use when required. 10th February, 1928.

Stamp.

Thumb impression.

This above thumb impression of Zinnat Ara Juhi Begum is put before me.

Sd. Uzir Ali,

Am-mukhtar.

14-5-35.

It is correctly translated.

Sayed Mahammad Ali.

14-5-35.

Ext. D(10).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 15-5-35.

N. B.,

3rd Addl. S. Judge.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. D(4)—Certified copy of receipt granted by Zinnat Ara Zainab Begum alias *Juhi Begum to Mirza Mahammad Syed Ali Bahadur. (With Ext. D—signature of Wazir Ali).*

Defendants' Exhibit.

Ext. D(4)—Certified copy of receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Mohamad Syed Ali Bahadur, dated the 15th March, 1928. [With Ext. D—Signature of Wazir Ali—certified copy].

Juhi Begum's A/c.

I, Zinnat Arah Zainab Begum *alias* Juhi Begum, daughter of Prince Qamar Qader Mirza Mahammad Abed Ali Bahadur, deceased resident of 123 Circular Garden Reach Road, Calcutta, on receipt of Rs. 50 as my allowance according to the terms of the Wakfnama of the said deceased from Mirza Mahammad Syed Ali Bahadur, Mutwalli of the estate, through the Manager Saheb on the 15th March, 1928 grant this receipt so that it may serve as an authority and may come to use when required. Dated the 15th March, 1928.

Rs. 50. (one anna stamp).

[(Thumb mark)

This above thumb impression of Zinnat Ara Juhi Begum is put before me.

Wazir Ali (in Urdu).

Am-muktear.

Ext. D (S. O.)
T. S. Nos. 1 and 2 of 1934
for defendants 3 and 4
on 29-3-35
(Sd.) N. Banerjee,
3rd A. S. J.]

(Certified to be a true copy etc.).

Ext. D(4).
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 11-5-35 (original proved).
N. B.,
3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. D(9)—English translation of the receipt granted by Zinnat Ara Zainab Begum alias *Juhi Begum to Mirza Md. Sayed Ali Bahadur.*

Defendants' Exhibit.

Ext. D(9)—English translation of the receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Md. Syed Ali Bahadur, dated the 15th March, 1928.

Zuhi Begum A/c.

Rs. 50.

I, Zinnat Ara Zainab Begum *alias* Juhi Begum daughter of Prince Kamar Kader Mirza Mahammad Abed Ali deceased resident of 123, Circular Garden Reach Road, Kidderpur, Calcutta having received Rs. 50 as my allowance under the terms of the Wakfnama of the deceased Prince, from Mirza Mahammad Sayed Ali Bahadur the Mutwalli of the estate through the Manager Saheb on 15th March, 1928 granted this receipt so that it may serve as an authority and be of use when required. 15th March, 1928.

Stamp.

(Thumb impression).

This above thumb impression of Zinnat Ara Zuhi Begum is put before me.

Sd. Uzir Ali,

Am-mukhtear.

It is correctly translated.

Sayed Mahammad Ali.

14-5-35.

Ext. D(9).

T. S. 1 and 2 of 1934

for defendants Nos. 3 and 4

on 15-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. D(3)—Receipt granted by Zinnat Arah Zainab Begum alias *Juhi Begum to Mirza Md. Syed Ali Bahadur.* [*With Ext. D(2)—Signature of Wazir Ali*].

Juhi Begum's A/c.

Defendants' Exhibit.

Ext. D(3)—Receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Mohamad Syed Ali Bahadur, dated the 19th April, 1928. [With Ext. D(2)—Signature of Wazir Ali].

I, Zinnat Arah Zainub Begum *alias* Juhi Begum daughter of Prince Qamar Qader Mirza Mohammad Abed Ali Bahadur deceased resident of 123, Circular Garden Reach Road, Kidderpore, Calcutta, on receipt of Rs. 50/- as my allowance according to the terms of the Wakfnama of the deceased Prince, from Mirza Mohammad Syed Ali Bahadur, Mutwalli of the Estate through the Manager Saheb, on the 19th April, 1928, grant this receipt so that it may serve as an authority and may come to use when required. Dated 19th April, 1928.

[(On one anna stamp).
(Thumb impression).

The above thumb impression of Zinnat Arah Juhi Begum is put before me.

Wazir Ali (in Urdu)
Am-Muktear.

Ext. D(2).
T. S. 1 & 2 of 34
for defendants 3 & 4
on 29-3-35.
N. B.,
3rd Addl. S. J.]

Ext. D(3).
T. S. 1 & 2 of 34
for defendants 3 & 4
on 11-5-35.
N. B.,
3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. D(8)—English translation of the receipt granted by Zinnat Arah Zainab Begum alias *Juhi Begum to Mirza Md. Sayed Ali Bahadur.*

Zuhi Begum A/c. Rs. 50/-.

Defendants' Exhibit.

Ext. D(8)—English translation of the receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Md. Syed Ali Bahadur, dated the 19th April, 1928.

I, Zinnat Ara Zainab Begum *alias* Juhi Begum daughter of Prince Kamar Kader Mirza Mohammad Abed Ali deceased resident of 123, Circular Garden Reach Road, Kidderpur, Calcutta having received Rs. 50/- as my allowance under the terms of the Wakfnama of the deceased Prince from Mirza Mohammad Sayed Ali Bahadur the Mutwali of the estate through the Manager Saheb on 19th April, 1928 granted this receipt so that it may serve as an authority and be of use when required.

19th April, 1928.

Stamp—Thumb impression.

This above thumb impression of Zinnat Ara Juhi Begum is put before me.

Wazir Ali,

Am-Mukhtear.

It is correctly translated.

Sayed Mohammad Ali.

14-5-35.

Ext. D(8).

T. S. 1 & 2 of 1934
for defendants 3 & 4
on 14-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. D(7)—Receipt granted by Zinnat Arah Zainab Begum alias *Juhi Begum to Mirza Md. Syed Ali Bahadur.*

Juhi Begum's A/c.

Defendants' Exhibit.

Ext. D(7)—Receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Md. Syed Ali Bahadur, dated the 8th May, 1928.

I, Zinnat Arah Zainab Begum *alias* Juhi Begum, daughter of Prince Qamar Qader deceased resident of (?) have received Rs. 50/- as my allowance for the month of May, 1928, according to the terms of the Wakfnama from Mirza Mohammad Syed Ali Bahadur Mutwalli through the Manager Saheb and I do therefore write these few lines in the form of a receipt so that it may serve as an authority and may come to use when required. Dated the 8th May, 1928.

(On one anna stamp).

(Thumb impression).

Ext. D(7) (S. O.)

T. S. 1 & 2 of 34

for defendants 3 & 4

on 11-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Ext. D(12)—English translation of the receipt granted by Zinnat Arah Zainab Begum alias *Juhi Begum to Mirza Md. Sayed Ali Bahadur.*

Juhi Begum A/c. Rs. 50/-.

Defendants' Exhibit.

Ext. D(12)—English translation of the receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Md. Syed Ali Bahadur, dated the 8th May, 1928.

I, Zinnat Ara Zainab Begum *alias* Juhi Begum daughter of Prince Kamar Kader Mirza Mohammad Abed Ali deceased having received Rs. 50/- as my allowance for May, 1928 under the terms of the Wakfnama of the deceased Prince, from Mirza Mohammad Sayed Ali Bahadur the Mutwali of the estate through the Manager Saheb granted this receipt so that it may serve as an authority and be of use when required.

8th May, 1928.

Stamp.

Thumb impression.

It is correctly translated.

Sayed Mohammad Ali.

14-5-35.

Ext. D(12).

T. S. 1 & 2 of 34
for defendants 3 & 4
on 15-5-35.

N. B.,

3rd Addl. S. Judge.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

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Ext. N(86)—Endorsement on the receipt granted by Zinnat Arah Zainab Begum alias *Juhi Begum to Mirza Md. Syed Ali Bahadur.*

Juhi Begum's A/c.

I, Zinnat Arah Zainab Begum *alias* Juhi Begum, daughter of Prince Qamar Qader Mirza Mahammad Abed Ali Bahadur deceased, have received the sum of Rs. 50 as my allowance under the terms of the Wakfnama for the month of June 1928 from Mirza Mahammad Syed Ali Bahadur Mutwalli through the Manager Saheb and therefore I write these few lines as a receipt so that it may serve as an authority and may come to use when required. Dated the 10th June 1928.

(On one anna stamp.)

(Thumb impression.)]

[Allowance Rs. 50.]

Ext. N(86).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 9-5-35.

N. B.,

3rd Addl. S. J.

Defendants' Exhibit.

Ext. N(86)—Endorsement on the receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mriza Md. Syed Ali Bahadur, dated the 10th June, 1928.

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Ext. D(6)—Receipt granted by Zinnat Arah Begum alias *Juhi Begum to Mirza Md. Syed Ali.*

Juhi Begum's A/c.

Defendants' Exhibit.

Ext. D(6)—Receipt granted by Zinnat Arah Begum *alias* Juhi Begum to Mirza Md. Syed Ali, dated the 21st July, 1928.

I, Zinnat Arah Begum *alias* Juhi Begum, daughter of Prince Mirza Qamar Qader Bahadur deceased, have received Rs. 50 as my allowance for the month of July 1928 according to the terms of the Wakfnama from Mirza Mahammad Syed Ali Mutwalli through the Manager Saheb, and I therefore write these few lines in the form of a receipt so that it may serve as an authority and may come to use when required. Dated the 21st July, 1928.

Allowance
Rs. 50.

Dated 21-7-28.

[(One anna stamp.)

(Thumb impression.)]

Ext. D(6). (S. O.)

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 11-5-35.

N. B.,

3rd Addl. S. J.

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Ext. D(11)—English translation of the receipt granted by Zinnat Arah Zainab Begum alias *Juhi Begum to Mirza Md. Sayed Ali Bahadur.*

Juhi Begum A/c.

Rs. 50.

Defendants' Exhibit.

Ext. D(11)—English translation of the receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Md. Syed Ali Bahadur, dated the 21st July, 1928.

I, Zinnat Ara Zainab Begum *alias* Juhi Begum daughter of Prince Kamar Kader Mirza Muhammad Abed Ali deceased Kidderpur, Calcutta, having received Rs. 50 as my allowance under the terms of the Wakfnama of the deceased Prince, from Mirza Muhammad Sayed Ali Bahadur the Mutwalli of the estate through the Manager Saheb granted this receipt so that it may serve as an authority and be of use when required.

21-7-28.

Stamp.

Thumb impression.

It is correctly translated.

Sayed Muhammad Ali.

14-5-35.

Ext. D(11).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 15-5-35.

N. B.,

3rd Addl. S. Judge.

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Ext. N(87)—Endorsement on the receipt granted by Zinnat Arah Zainab Begum alias *Juhi Begum to Mirza Md. Syed Ali.*

Defendants' Exhibit.

Ext. N(87)—Endorsement on the receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Md. Syed Ali, dated the 26th July, 1929.

I, Zinnat Arah Zainab Begum *alias* Juhi Begum, daughter of Prince Qamar Qader Bahadur, have received the sum of Rs. 50 as my allowance under the terms of the Wakfnama of the deceased Prince for the month of July 1929 from Mirza Mahammad Syed Ali through the Manager Saheb and I execute this receipt so that it may serve as an authority and may come to use when required. Dated the 22nd July 1929.

Rs. 50.

Juhi Begum's stipend A/c.

In pencil.

(One anna stamp.)

(Thumb impression.)

Or. (?) 2023 / 26-7-29

In pencil.

Ext. N(87).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 9-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. N(88)—Endorsement on the receipt granted by Zinnat Ara Zainab Begum alias *Juhi Begum to Mirza Md. Syed Ali.*

Defendants' Exhibit.

Ext. N(88)—Endorsement on the receipt granted by Zinnat Arah Zainab Begum *alias* Juhi Begum to Mirza Md. Syed Ali, dated the 26th August, 1929.

I, Zinnat Ara Zainab Begum *alias* Juhi Begum, daughter of Prince Qamar Qader Bahadur, have received the sum of Rs. 50 as my allowance under the terms of the Wakfnama of the deceased Prince for the month of August, 1929 from Mirza Mahammad Syed Ali Mutwalli through the Manager Saheb and write out this receipt so that it may serve as an authority and may come to use when required. Dated the 18th August, 1929.

Juhi Begum's stipend A/c.

(In pencil).

Rs. 50.

(One anna stamp)

Or. 324D

(Thumb impression).

26-8-29

Ext. N(88).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 9-5-35.

N. B.,

3rd Addl. S. J.

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CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. J—Letter from Syed Mahammad Hasem Ali Khan to the Manager Saheb.

Lucknow,

Dewri Aga Mir.

16th August, 1928

Defendants' Exhibit.

Ext. J—Letter from Syed Mohammad Hashem Ali Khan to the Manager Saheb, dated the 16th August, 1928.

To

The revered Manager Saheb.

Tasleem,

We are well here in every respect by the grace of God and hope that you with all your dependents are also well by the grace of God the exalted. I have come to know through Munshi Nazir Hassan, copy-writer of "Nayi Dunia" (New World) paper of Calcutta who is connected with me, that my wife Nawab Juhi Begum wants to come here, she can come at her pleasure ; I am ready to forget her past dealings provided she accepts five conditions.

(1). First, that she should give up the habit of taking the medicine which I don't want to write in clear words; I don't say that she should leave it to-day, but she should do it in one, two or 4 or 6 months; but she must resolve that she should give it up totally as early as possible.

(2). Second, that she should eat, what I eat she should live where I live be it 'Polao' or be it 'Gram'—if I eat Polao and give her Gram she should not eat it; she should eat what I eat and live as I live.

(3). Third, that she should give up the quarrelling habits owing to her bad temper and she should live with peace and comforts.

(4). Fourth, that after coming to my place at Lucknow she should not say after a month and a half or two that she would go to Calcutta and should not stay here and that she should not quarrel or create troubles nor she should say that she should be sent to Calcutta and should not live here, therefore there is no time for her to say so, she should consider my home as her home, otherwise I would not allow her to go there.

(5). Fifth, that after her coming to my house at Lucknow I will not allow her to go anywhere else except the houses of Laddan Aga, Munne Aga and Newasi Begum. She can go to Bhai Syed Ali

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Defendants' Exhibit.

Ext. J— Letter from Syed Mohammad Hashem Ali Khan to the Manager Saheb, dated the 16th August, 1928.

Bahadur at Calcutta and I shall not allow her to go to any other place; if she says that she would go to her aunt or to her step-daughters I would never allow her to go there. She can go to my relatives with my permission; I am also very much surprised and am sorry that she, without my consent, appeared before a considerable number of persons of which I came to know here and that she goes wherever she likes; how Bhai Syed Ali Bahadur tolerates this; this is against my wish that she should go and stay at any other place save where Syed Ali lives and I would be awfully annoyed if she goes elsewhere.

Therefore you should read this letter to Bhai Syed Ali Bahadur and my wife and you should make her fully understand and settle it whether she is willing on these terms; if she is, then she should take a woman with her and come with Munshi Nazir Hossain who is coming to Lucknow before the 8th of Rabi-ul-Auol. If she does not want to come alone with him she should take some person to accompany her otherwise Munshi Nazir Hossain is a trustworthy person and it is not improper to come with him. As my revered mother and aunt are alone and on account of their old age they are in great trouble without the assistance of some female relatives, else she is master of her own will. I think that Munshi Nazir Hossain and Pagli or some other woman would accompany her and would start by the Dehra Dun Express and inform me by telegram of the time of arrival here, else she may do as she likes. Commend me Bhai Syed and sister-in-law and convey my love to sons and daughters. Convey my Salam to your wife and ask her how she keeps.

Yours affectionately,

Syed Mahammad Hashem Ali Khan.

Peace be with him.

Ext. J.
T. S. 1 and 2 of 1934.
Filed
16-4-35.
N. B.,
3rd Addl. S. J.

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Ext. J(11)—English translation of letter written by Syed Md. Hashim Ali Khan to the Manager Saheb.

Defendants' Exhibit.

Ext. J(11)—English translation of letter written by Syed Md. Hashim Ali Khan to the Manager Saheb, dated the 16th August, 1928.

Lucknow.

Deori Agamir.

16th Aug. 1928.

Respected Manager Saheb.

Please accept my Tuslim (respects).

By the grace of God here is well being in every respect and hope that you with all your dependents are all right by the grace of God. I have come to know from Munshi Nazir Hossain Saheb, copy-writer of the Nei Dunya a Calcutta Newspaper, who has connection with me that (my) wife, to wit, Nawab Juhi Begum Saheba wants to come here. If so, she may come according to her desire. I am ready to forget her antecedents if she accepts 5 things.

1. That she should give up her habit of using medicine a matter which I cannot express openly. I do not say this that she should give it up to-day but she should give it up in one month, 2 months, 4 months or at most in 6 months. But she should make up her mind to give it up soon and she should give it up totally.

2. That she should eat what I eat and should live where I live; be it Polao or Gram. Yes, if I eat Polao and place Gram before her then she should not eat it. On the other hand she should eat what I eat and live in the way I do.

3. That she should give up haughtiness *i. e.* fighting and quarrelling and live a life of poverty purified with virtue.

4. That she should not in 1½ or 2 months after her coming at my place at Lucknow say "I shall go to Calcutta and shall not stay any longer" and then she should not begin to fight and quarrel (with me) and make me helpless and say to me "Take me now to Calcutta I shall not stay here." Therefore as it is not time for these things she should appreciate the life one lives in a household otherwise I shall not allow her to go.

5. That on her coming to my place at Lucknow I shall not allow her to go any place excepting the places of Luddan Aga, Munni Aga

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Defendants' Exhibit.

Ext. J(11)—English translation of letter written by Syed Md. Hashim Ali Khan to the Manager Saheb, dated the 16th August, 1928.

and Nawasi Begum or she may then go to the place of Bhai Saied Ali Bahadur at Calcutta and I shall not allow her to go anywhere else. If she says "I shall go to my Khala Saheba and my step-daughter, I shall never allow her to go. Of course she may go to my relatives with my permission. Besides, I am surprised and I feel regret and pain that without my consent she appears before several persons of which fact I got information here. She goes wherever she likes. How does Bhai Saied Ali Bahadur tolerates it. I am quite against it that she should go and live anywhere excepting the place of Bhai Saied Ali. It displeases me much.

You will please read over this letter also to Bhai Saied Ali Bahadur and explain this also to my wife and settle the matter. If she be agreeable, then as Munshi Nazir Hossain is coming to Lucknow before the 8th Rabial-Awal, she should come in company with a woman. If she does not like to come alone then she should come with some one. If not, Nazir Hossain is my trustworthy person and it will not be improper to come with him. Because my revered mother and my revered Khala (aunt) are alone and they being old are helpless without a Manager who may be relative woman for which they are in great trouble. In future she is at liberty to do what she likes. In my opinion, if Munshi Nazir Hossain and Pugli or any other woman be in her company she may start by the Dehradun Express and inform me by wire of the time of her arrival otherwise, she is at liberty (to do anything). Give my Adab and Tashlimat to Bhai Saied Ali Bahadur and Tashlim to Bhaoj Saheba and blessings to the sons and daughters. Give my Tashlim to your wife and enquire after her health on my behalf.

Translated by me correctly.

Saiyad Mohammad Ali.
15-5-35.

Sd. Syed Md. Hashimali Khan,
By my own pen.

Ext. J(11).
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 15-5-35.
N. B.,
3rd Addl. S. J.

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Ext. I—Cover of the letter addressed to the Manager of Prince Mirza Mahammad Syed Ali Bahadur.

To the Manager Saheb of Prince Mirza Mahammad Syed Ali Bahadur,

No. 123 Circular Garden Reach Road, Kidderpore, Calcutta.

(Lucknow

17 (?) 28.)

(Kidderpur

19th (?) Aug. 1928.

Calcutta.)

Ext. I.

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 16-4-35.

N. B.,

3rd Addl. S. J.

Defendants' Exhibit.

Ext. I—Cover of the letter addressed to the Manager of Prince Mirza Mahammad Syed Ali Bahadur, posted on the 17th (?) August, 1928.

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Ext. B(6)—Certified copy of judgment of the Subordinate Judge, 1st Court, 24-Parganas, in Misc. Case No. 98 of 1928.

Heading of decision in Original suits.

District 24-Parganas.

In the Court of the 1st Subordinate Judge at Alipur.

The 19th day of February, 1929.

Mis. Case No. 98 of 1928.

Mirza Mohammad Syed Ali ... ... *Petitioner*

Against

Shaheba Khatoon Begum ... ... *Opposite party.*

Defendants' Exhibit.

Ext. B(6)—Certified copy of Judgment of the Subordinate Judge, 1st Court, 24-Parganas in Misc. Case No. 98 of 1928, dated the 19th February, 1929.

JUDGMENT.

The petition is under Section 47 of the Civil Procedure Code by one of the judgment-debtors objecting to the execution of a decree. The decree was against Amir Begum. She being dead the execution is proceeded against her heirs. By the execution Amir Begum's right to a share of the profits of Wakf properties is sought to be sold.

The execution is objected to on different grounds. The 1st ground is that Amir Begum had no right to get anything out of the Wakf properties. The second is that even if she had any right that right lapsed after her death and is not a right which is heritable. The third ground is that that right can not be attached under the law. I will deal with the different grounds one by one.

1st ground:—In the preamble to the deed of Wakf it is stated that the Wakfnama was created "with a view to carry out the directions of my own religion and to provide for the maintenance of my children from generation to generation". Para 6 of the deed provides that the income of the Wakf property should be divided into 10 shares and two shares allotted to the heirs. In para 7 of the deed it is stated, "If the Towliat does not continue in my family then in that case the remuneration of the Mutwali shall be two shares instead of five shares and of the remaining eight shares three shares shall be divided among my children according to the Immamia share and three shares shall be set apart for the expenses of the mosque and Imambara and the remaining two shares shall

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Defendants' Exhibit.

Ext. B(6)— Certified copy of Judgment of the Subordinate Judge, 1st Court, 24-Parganas in Misc. Case No. 98 of 1928, dated the 19th February, 1929.

be reserved for the increase and improvement of the Wakf estate and out of the same immovable properties shall from time to time be purchased and included in the Wakf estate in consultation with the trustees". Then the deed further recites in that para, "If there be none of my children living then one half of their share shall be spent on proper acts of charity and the other half shall be set apart for the increase and improvement of the Wakf estate and income thereof shall also be added to the income of this Wakf estate and divided as specified in paras 6 and 7 aforesaid". Para 7 clearly shows that it was intended that the children only and not the other heirs would get shares. In allotting the shares there is no mention of the other heirs. So under that clause none of the heirs other than the children was given anything. The further provision in that para that if there be no children half of the income allotted to the children was to be spent on charity and the other half for the increase and the improvement of the Wakf property shows that in the contingency of there being no children the other heirs would not get any share. No doubt para 7 is applicable only on a contingency and para 6 when there is not that contingency but what Shahzada Kamar Kader Mirza had in view was to carry out the directions of his own religion and to provide for the maintenance of his children from generation to generation as the preamble clearly recites. In this view the word "heirs" occurring in para 6 seems to me to have been used by the executant of the deed to include only the children and not all his heirs. Had his intention been to provide for his wife and his other heirs he would have used the word heirs in para 7 as well as in the preamble. Para 7 clearly excludes heirs other than the children from having any share in the profits. We are not ordinarily to go beyond the ordinary meaning of words but in this case as the intention of the executant of the deed was clearly to exclude all heirs other than the children I hold that the word "heirs" in para 6 was used to mean the children only.

2nd point:—Assuming that the word "heirs" include the wife Amir Begum nothing is said in the document as to who would get after her death the share of the profits she was getting or in other words whether the right to receive a share of the profits was heritable or whether that right lapsed after her death. Under the deed of Wakf no specific property was given to the wife nor the income of any specific property but she was made to participate with the other heirs in two-tenths share of the income of the Wakf property. Such a right can hardly in the absence of any provision to that effect, be said to be heritable. The case of the word "heirs" can only mean that two-tenths of the profits are to be divided among the heirs then available. Had the intention been that the wife's heirs would get what the wife would have

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got had she been alive, a sum which is variable, there would have been a clear statement to that effect. In the absence of any such recital it is to be taken that two-tenths of the profits are to be divided among the heirs available (See Baillie's Digest of Mohammedan Law, Part II, 2nd Edition, PP. 220 and 221).

Defendants' Exhibit.

Ext. B(6)—Certified copy of Judgment of the Subordinate Judge, 1st Court, 24-Parganas in Misc. Case No. 98 of 1928, dated the 19th February, 1929.

3rd point:—The amount which the wife would get was not a fixed sum. The right which she had, if any, was not a right in a property but a right to receive a certain share in the profits or in other words a right to receive a certain sum as maintenance. Such a right is a personal right. That allowance is a purely personal allowance. It is not an annuity of the nature of alienable property. A right like this is not assignable and consequently not liable to be attached and sold in execution of a decree for money. Besides the amount which the wife would have got was "an unascertained amount which must be fluctuating from time to time according to circumstances." As stated by me before "the judgment-debtors have no right to the immovable property out of which this income is to be derived; under these circumstances in my opinion the property, if property it can be called, is not saleable and not liable to attachment" (33 C. W. N. 282).

So the petition of objection succeeds from whatever stand point it is considered.

Hence it is allowed with costs, with Rs. 16 as pleader's fee and the application for execution is dismissed.

Sd. K. N. Dutt,

Sub-Judge.

19-2-29.

(Certified to be a true copy etc.)

Ext. B(6).
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 16-5-35.
N. B.,
3rd Addl. S. J.

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Ext. 16—Certificate of the Official Assignee re: dividend due to Mahmuda Bibi assignee of the claim of Messrs. Mackinon Mackenzie & Co.

Plaintiff's Exhibit.

Ext. 16—Certificate of the Official Assignee re: devidend due to Mahmuda Bibi assignee of the claim of Messrs. Mackinon Mackenzie & Co. dated the 17th April, 1929.

184/21

Estate Ahmad Ebrahim Saliji

No. (torn).

Calcutta.

17-4-1929.

In my account as Official Assignee I certify that the accompanying Draft No. 166 for Rs. 27,928-12-0 Twenty-seven thousand nine hundred and twenty-eight and annas twelve only is for 1st dividend due to Mahmuda Bibi assignee of the claim of Mackinon Mackenzie & Co., Cr. No. (?) B. 2.

G. M. Faulkner,

Official Assignee.

To the Accountant-General of the Insolvent Court.

Ext. 16 (S. O.)

T. S. 1 and 2 of 1934

for plaintiff No. 2

on 3-4-35

N. B. B.,

3rd Addl. S. J.

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Ext. J(13)—Certified copy of letter from the 2nd Land Acquisition Collector, Calcutta to the President, Calcutta Improvement Tribunal.

Defendants' Exhibit.

Ext. J(13)—Certified copy of letter from the 2nd Land Acquisition Collector, Calcutta to the President, Calcutta Improvement Tribunal, dated the 28th June, 1929.

Case No. 65 of 1929 (C. D.)

Seal of
C. I. Tribunal No. 494.

No. 1023 L. A. II.

Received.
28th June, 1929.

Land Acquisition Office,
No. 5, Bankshall Street, Calcutta.

From

Rai M. N. Gupta Bahadur, M. A. B. L,
2nd Land Acquisition Collector, Calcutta.

Dated, Calcutta,
28th June, 1929.

To

The President,
Calcutta Improvement Tribunal.

Register.
Sd. S. C. B.,
President.
29-6.

Sir,

In L. A. Case No. XVI-A-20 of 1928 regarding acquisition of premises No. 55/1/1 Diamond Harbour Road for scheme No. XVI-A of the Calcutta Improvement Trust a sum of Rs. 27,191-1-9 has been awarded in favour of Prince Mirza Mamammad Said Ali Bahadur, Mutwalli to the Wakf estate of the late Prince Kamar Kader Mirza Md. Abed Ali Bahadur of Kidderpore jointly with his mortgagee.

As the Mutwalli has no power of alienation and as there exists dispute,

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Defendants' Exhibit.

Ext. J(13)—Certified copy of letter from the 2nd Land Acquisition Collector, Calcutta to the President, Calcutta Improvement Tribunal, dated the 28th June, 1929.

I have the honour to forward herewith a cheque for Rs. 27,066-11-9 *i. e.* (Rs. 27,191-1-9 less Rs. 124-6-0 deducted on account of tax due to the Corporation of Calcutta) for deposit under Section 31(2) of the Land Acquisition Act.

A copy of the Chalan enclosed herewith in duplicate may be returned to this office duly receipted.

It may be noted that the Mutwalli does not appear to have power even to create any charge on the property.

A reference under Section 18 will be submitted in due course.

I have the honour to be,

Sir,

Your most obedient servant,

Sd. M. N. Gupta,

2nd Land Acquisition Collector,

Calcutta.

26-6-29.

(Certified to be a true copy &c.)

Ext. J(13).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 16-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. J(12)—Certified copy of letter from the 2nd Land Acquisition Collector, Calcutta to the Special Land Acquisition Judge, 24-Parganas.

Land Acquisition Office, 5 Bankshall Street, Calcutta.

No. 1256 L. A. II.

L. A. Case No. 283 of 1929.

From

Rai M. N. Gupta Bahadur, M. A. B. L.,

2nd Land Acquisition Collector,

Calcutta.

To

The Special Land Acquisition Judge, 24-Parganas.

Dated, Calcutta, the 14th August, 1929.

Sir,

In L. A. Case No. D(1) of 1928-29 regarding acquisition of a plot of land in Mouza Kidderpore for the extension of the King George's Dock on behalf of the Commissioners for the Port of Calcutta a sum of Rs. 5,002 (Rupees five thousand and two only) has been awarded in favour of Prince Mirza Md. Said Ali Badadur of 123 Circular Garden Reach Road, Kidderpore, Mutwalli of the Wakf estate of Prince Kamar Kader Bahadur. The Mutwalli having no power of alienation, I have the honour to forward herewith a repayment order of the entire amount for deposit under Section 31(2) of the Land Acquisition Act.

One copy of the Chalan in triplicate enclosed herewith may be returned to this office duly receipted.

Defendants' Exhibit.

Ext. J(12) — Certified copy of letter from the 2nd Land Acquisition Collector, Calcutta to the Special Land Acquisition Judge, 24-Parganas, dated the 14th August, 1929.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Defendants' Exhibit.

Ext. J(12)—Certified copy of letter from the 2nd Land Acquisition Collector, Calcutta to the Special Land Acquisition Judge, 24-Parganas, dated the 14th August, 1929.

The money may be invested under Section 32 of the Land Acquisition Act.

I have the honour to be,

Sir,

Your most obedient servant,

Sd. M. N. Gupta,

12-8.

2nd Land Acquisition Collector, Calcutta.

10-8-29.

(Certified to be a true copy &c.)

Ext. J(12).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 16-5-35.

N. B.,

3rd Addl. S. J.

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Ext. 22(c)—Cover of the letter addressed to Hashim Ebrahim Salehjee.

To

Hashim Ebrahim Salehjee,

8/1 Amra Tolah Lane,

P. O. Bara Bazar,

Calcutta.

(Illegible

2(?) July, 29)

(Bengal).

(Calcutta

G. P. O.

5th July, 1929

Delivery.)

Ext. 22(c).

T. S. 1 and 2 of 1934

for plaintiff No. 2

on 11-4-35.

N. B.,

3rd Addl. S. J.

Plaintiff's Exhibit.

Ext. 22(c)—Cover of the letter addressed to Hashim Ebrahim Salejee, posted on the 2nd (?) July, 1929.

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Ext. 22(b)—Cover of the letter addressed to Hashim Ebrahim Salehji. [With Z(5) for identification—monogram on the back].

(Illegible.

1 Aug. 22)

Hashim Ebrahim Salehjee, Esq.

8/1 Amra Tolah Lane,

Calcutta.

(P. O. Bara Bazar)

(Calcutta (on the back).

3 Aug. 29 (figure of a crown

G. P. O.) R)

Monogram.

T. S. 1 and 2 of 1934

Z(5) for identification

N. B.,

3rd Addl. S. J.

11-4-35.

Ext. 22(b).

T. S. 1 and 2 of 1934
for plaintiff No. 2
on 11-4-35.

N. B.,

3rd Addl. S. J.

Plaintiff's Exhibit.

Ext. 22(b)—Cover of the letter addressed to Hashim Ebrahim Salejee, posted on the 1st August, 1929. [With Z(5) for identification—monogram on the back].

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Ext. 22(d)—Cover of the letter addressed to Hashem Ebrahim Salejee.

(Illegible
9 Sep. 29)

Calcutta, Amratola Lane,

No. 8/1, Post Bara Bazar. Urgent.

To revered Hashem Ebrahim Saleji,

May your affections be ever increasing.

(Calcutta
G. P. O.
11 Sep. 29
Delivery)

Hashem Ebrahim Salejee Esq.

No. 8/1 Amartalah Lane

(P. O. Bara Bazar)

Calcutta.

Ext. 22(d).

T. S. 1 and 2 of 1934
for plaintiff No. 2
on 11-4-35.

N. B.,

3rd Addl. S. J.

Plaintiff's Exhibit.

Ext. 22(d)—Cover of the letter addressed to Hashem Ebrahim Salejee, posted on the 9th September, 1929.

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Z(2) (for identification)—Letter written by Syed Md. Hashem Ali Khan to Hashem Saheb.

Plaintiff's Document.

Z(2) (for Identification)— Letter written by Syed Md. Hashem Ali Khan to Hashem Saheb, dated the 10th November, 1929.

10th November, 1929.

Dewri Aga Mir, Lucknow,

Pheelkhana No. 32.

Beloved and revered Janab Hashem Saheb with good wishes and love. Tasleem,

I have received your letter and I have come to know of the facts as stated therein. I did not send letter inspite of my promise for the reason that you yourself promised to write on reaching Calcutta. Now in reply to your letter I beg to state that I have fully considered what I should do and what will happen to me in future. You are fully aware that I have experienced many vicissitudes for myself in this world; I have suffered loss sometime in doing a work without consideration. In placing confidence I have become a victim to the favours of dear ones; on the whole you are fully aware in what condition I am now. Thank God that I am passing my life with ease and comforts in a solitary nook unconnected with others. If I fall incarnate that is for myself and I don't put any one to loss nor do I interfere in any body's affairs, I think that this secluded living without having any touch with others, is for my welfare and benefit in future life. I am ready if you can derive any benefit from me; but I beg to say what you have decided for my welfare and benefit. I am certain rather I have full confidence in you that you might have decided something good for my humbleself. Therefore I request you that you should inform me those facts in detail which you have decided so that I may understand that there are such and such benefits and what you have decided to stop those things. You know all facts by which my respects were enhanced there, when I think of those things I do not venture to advance my steps (to that direction) in the future but I am ready to obey your orders who is so kind and affectionate to me. You will reply after kindly considering for my satisfaction and well being. If God wishes I shall start for Rampur on the night of Tuesday and will return to Lucknow by the 3rd of December. My Rampur address is this—Rampur State, U. P. Fort near the Makbara of Janab Atea deceased, Syed Mohammad Hashem Ali Khan.

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Plaintiff's Document.

Z(2) (for Identification)— Letter written by Syed Md. Hashem Ali Khan to Hashem Saheb, dated the 10th November, 1929.

I could not go owing to the illness of my revered mother and aunt; now by the grace of God I have satisfaction from that side.

Beloved Syed Mohammad

Hashem Ali Khan.

Z(2)

for identification.

T. S. 1 & 2 of 1934

N. B.,

3rd Addl. Sub-Judge.

4-4-35.

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Z(3) (for identification)—Cover of the letter addressed to Hashem Saleji Saheb.

(Illegible 10 Nov. 29).

(Calcutta 12 Nov. 29

Dely. G. P. O.).

Calcutta, Amratola Lane,

No. 8/1, Post office Bara Bazar.

To dear and revered Hashem Saleji Saheb.

Z(3).

for identification.

T. S. 1 & 2 of 1934.

N. B.,

3rd Addl. S. J.

11-4-35.

Plaintiff's Document.

Z(3) (for identification)— Cover of the letter addressed to Hashem Saleji Saheb, posted on the 10th November, 1929.

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Z(4)
for identification —*Letter written by Syed Md. Hashem Ali Khan to Hashem Saheb.*

Filed

11-4-35.

5th February, 1930.

Rampur State, U. P.

Fort near the Makbara of Janab Atea deceased.

Plaintiff's Document.

Z(4) (for Identification)— Letter written by Syed Md. Hashem Ali Khan to Hashem Saheb, dated the 5th February, 1930.

Revered Janab Hashem Saheb may your favours ever increase.
Tasleem,

I am well. I pray to God for you and your dependants' welfare. I received your letter long ago and became aware of the fects stated therein. I replied long ago on the 16th December when I was at Lucknow. I have noted therein all the facts clearly in detail. I am very much astonished and sorry not to receive any reply thereto. May God keep you well. As you have not replied to that letter up till now, I am waiting up till now so I am sending this letter by registered post and am waiting for the reply. When I was returning in the night of 18th January from Khas Bag I caught cold which caused pain and increased the cough and fever; now I am all right by His grace but I am only weak. As no reply has been sent I am again stating the contents of the last letter. May be perused. In your previous letter you wrote that you did not understand the contents of my letter, I clearly stated in that letter what passed in my mind. There was nothing in it which could be interpreted in both ways, I accepted what you told me and I wrote it out. Dear Sir, if you could not understand any portion thereof, kindly let me know it. Any how I again write to you what is passing in my mind. Firstly I am much thankful for your compassion and secondly you are fully aware of my condition, thirdly by the grace of God, I have come to such a state that I am passing my days in seclusion. I get a decent sum monthly which was and is sufficient for my life. But as you told me I agreed to pay Rs. 30 a month to the Begum Saheba, but Taqi Saheb said that it was insufficient and that I would pay Rs. 100 a month which too I have accepted; but in this way that the Begum Saheb should get Rs. 100 on the 1st day of each month and manage her affairs, and you may satisfy yourself in that respect from me in any way you like, but my dear sir, you should also satisfy me on some points.

(*a*). What would hapen if the Begum Saheba treats me and behaves in the same way in future as she did previously which I I don't want to write in this letter.

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Plaintiff's Document.

Z(4) (for Identification)— Letter written by Syed Md. Hashem Ali Khan to Hashem Saheb, dated the 5th February, 1930.

(b). If I stay in Calcutta how I shall be able to maintain my life; therefore it seems to be proper that the Begum Saheba might appoint some person as a duly authorised Muktear, whom you or she likes and Begum Saheba should come and live with me in my house; I have no concern with the cases of Begum Saheba nor I shall stand in the way of her disposing her movable and immovable properties to any person. I only wish that the Begum Saheba should live a chaste and pure life in that way as her or my forefathers had lived and take care of my revered mother and aunt. She may supply dry bread to me if she likes. Now kindly let me know what additions and alterations you want to make in this letter. Congratulate you and the Munshi for the new born child. Finis.

Yours sincerely,

Syed Mahammad Hashem Ali Khan.

Z(4)

for identification.

T. S. 1 and 2 of 1934.

N. B.,

3rd Addl. S. J.

11-4-35.

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Exts. 22 and 22(a)—Writings on the cover of a registered letter addressed to Hashem Ebrahim Saleji.

Plaintiff's Exhibit.

Exts. 22 and 22(a)—Writings on the Cover of a registered letter addressed to Hashem Ebrahim Saleji, posted on the 6th February, 1930.

Registered.

[Calcutta, Amratola Lane,

No. 8/1, Post Office Bara Bazar,

registered post, to Janab Hashem

Ebrahim Saleji, may your affection be ever increasing.

Ext. 22(a).

T. S. 1 and 2 of 1934
for plaintiff No. 2
on 11-4-35.

N. B.,

3rd Addl. S. J.]

(Rampur

6 Feb. 30.)

(Bara Bazar

9 Feb. 30

Calcutta)

From

Syed Md. Hashim Ali Khan
Qilai Muallah
Mugbara Janab Alya
Rampur State
U. P.
6-2-30.

Ext. 22.
T. S. 1 and 2 of 1934
for plaintiff No. 2
on 11-4-35.
N. B.,
3rd Addl. S. J.

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Ext. 25(a)—Certified copy of deposition of M. Makram Ali, witness No. 3 for the claimant in Claim Cases Nos. 10 and 11 of 1929 of the 4th Court of the Subordinate Judge, 24-Parganas.

Plaintiff's Exhibit.

Ext. 25(a)—Certified copy of deposition of M. Makram Ali, witness No. 3 for the Claimant in Claim Cases Nos. 10 and 11 of 1929 of the 4th Court of the Subordinate Judge, 24-Parganas, dated the 15th February, 1930.

Claim Cases Nos. 10 and 11 of 1929.

Deposition of witness No. 3 for the claimant taken on solemn affirmation on the 15th day of February, 1930, before Babu Rebati Ranjan Mukherjee, Subordinate Judge, 4th Court, at Alipore, in the District of 24-Parganas.

My name is M. Makram Ali, son of——— by caste Mohommedan. My age is 31 years, I reside at 11, Nanda Lal Street, Kidderpore. My occupation is service.

I serve in this State since 1923. I was clerk before. I am Tahsildar since 1925. Proves Checkmuris and account books. Marked Exts. 4 to 4(K) and 5 to 5(e). I wrote Checkmuris. Claimant possesses them. Juhi Begum never possessed them. 55/1, and 55/1/1, Diamond Harbour Road and a plot in Garden Reach Road were acquired. Compensation money is deposited in favour of Mutwalli. Judgment-debtors never possessed them. Nowchandi, Moharram, Id, Bakrid and Ramjan are celebrated at the cost of the Mutwalli from Wakf estate. Arrears have fallen due of Municipal taxes. Proves receipts for Municipal taxes. Marked Exts. 8 to 8(Z)6.

Cross-examined :—Claimant is at Khidirpur. He is unwell. I was in this room all along. Khatas were filed yesterday. Monthly (*sic*) is about Rs. 1000 to Rs. 1,400. Syedali Saheb gave money to Juhi Begum before 6 or 7 months. Payments to her appear in the accounts. I never saw the payments. The Musjid is open to the public. During Mujlish only the Imambara is open to the public. These accounts show expenditures of the Wakf estate only.

Sd. M. Makramali.

Sd. R. R. Mukherjee,
Sub-Judge,
15-2-30.

(Certified to be a true copy etc.)

Ext. 25(a) (S. O.)
T. S. 1 and 2 of 1934
for plaintiff No. 2
on 9-5-35.
N. B.,
3rd Addl. Sub-Judge.

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Ext. 4—Certified copy of Judgment of the Subordinate Judge, 4th Court, 24-Parganas in Claim Cases Nos. 10 and 11 of 1929.

Plaintiff's Exhibit.

Ext. 4—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Parganas in Claim Cases Nos. 10 and 11 of 1929, dated the 15th February, 1930.

District 24-Parganas.

In the 4th Court of the Sub-Judge at Alipore.

Present:—Babu Revati Ranjan Mukherji, Sub-Judge.

The 15th day of February 1930.

Claim Cases Nos. 10 and 11 of 1929.

Mirza Mohammad Said Ali ... ... *Petitioner*

versus

Khatija Bibi ... ... *Opposite-party*.

Judgment.

Order No. 34 dated 15-2-30:—Claim Case No. 10 is for the compensation money due on acquisition of land and Case No. 11 is for properties attached in this execution case. In both the cases the same claimant Prince Mirza Mahammad Syed Ali claims as Mutwali of the properties of his father Prince Kamar Kader who made a Wakf of all his properties. Judgment-debtor is his sister. Decree-holder opposes. The only point for determination is:—

1—Was the claimant in exclusive possession of the properties in dispute, in his capacity as Mutwali at the time of their attachment?

Finding.

1. The claimant has proved his possession and title examining 9 witnesses supported by the deed of Wakf, Kabuliyats from tenants, his collection papers and the records of the Municipal office as well as receipts for Municipal taxes. There was absolutely no evidence on the other side to show judgment-debtor's title and possession. The only witness examined for the decree-holder is a pleader who drafted a letter for the mother of the claimant demanding a very big sum as dower from his father Prince Kamar Kader, a few days after the execution of the deed of Wakf. Learned pleader

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Plaintiff's Exhibit.

Ext. 4—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Parganas in Claim Cases Nos. 10 and 11 of 1929, dated the 15th February, 1930.

for decree-holder pointed out from it that there was a previous demand of dower and argued that for defeating his claim the Wakf was made. There is no evidence of that demand and of the existence of the dower debt. So I am not justified in coming to any inference merely on this letter. The account books show that the judgment-debtor also got allowances from the Mutwali as directed by the Wakf. I therefore decide the point in favour of the claimant. The attached money also being compensation for acquired Wakf propertis and being deposited in favour of the Mutwali claimant he is entitled to get them. Hence ordered that both these claim cases be allowed with costs and that the money and properties claimed be released from attachment.

Pleader's fee Rs. 8 in each.

Sd. R. R. Mukherjee,

Sub-Judge.

(Certified to be a true copy etc.).

3rd Additional Sub-Judge.

T. S. Nos. 1 and 2 of 1934.

Filed by plaintiff in T. S. 1 of 1934.

Exhibit 4.

N. B.,

Sub-Judge.

23-3-35.

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Ext. C(4)—Signature of Sheikh Wazir Ali and the seal mark of Juhi Begum in the Vakalatnama executed by Juhi Begum in favour of Mr. Kalipado Haldar and another in Money Suit No. 89 of 1930 of the 2nd Court of the Munsif, Alipore.
(Certified copy).

10

District 24-Parganas.

2nd Court of the Munsif, Alipore.

Money suit No. 89 of 1930.

Sm. Hanifa Bibi ... ... *Plaintiff,*

versus

20

Sm. Juhi Begum and others ... ... *Defendants.*

(Nawab Zinat Ara Zainab

Begum *alias* Juhi Begum.

Sheikh Wazir Ali.

(In Urdu character)

30

Shaikh Wazir Ali Attorney.)

Ext. C4. (Original proved).

T. S. 1 and 2 of 1934
on behalf of defendants 3 and 4
on 29-3-35.

40

Sd. N. B. Banerjee,

3rd Addl. S. J.

(Certified to be a true copy etc.)

Defendants' Exhibit.

Ext. C(4)—Signature of Sheikh Wazir Ali and the seal mark of Juhi Begum in the Vakalatnamah executed by Juhi Begum in favour of Mr. Kalipada Haldar and another in Money Suit No. 89 of 1930 of the 2nd Court of the Munsiff, Alipore, dated the 17th May, 1930. (Certified copy).

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Ext. C—Signature of Sheikh Wazir Ali in the written-statement on behalf of defendant No. 2 in Money Suit No. 89 of 1930 of the 2nd Court of the Munsif, Alipore.
(Certified copy).

In the 2nd Court of the Munsif, Alipore.

District 24-Parganas.

M. S. No. 89 of 1930.

Sm. Hanifa Bibi

versus

Prince Mirza Syed Ali and another.

Written-statement on behalf of defendant No. 2 Zinat Ara Zainab Begum *alias* Juhi Begum.

Sk. Wazir Ali.

Sd. in Urdu character.

Thumb mark.

Filed by

Sd. Bhupendra Nath Ghose,

Pleader.

Ext. C (original proved).
T. S. 1 and 2 of 1934
on behalf of defendants Nos. 3 and 4
on 29-3-35.
Sd. N. B. Banerjee,
3rd Addl. S. J.

(Certified to be a true copy etc.)

Defendants' Exhibit.

Ext. C—Signature of Sheikh Wazir Ali in the written-statement on behalf of defendant No. 2 in Money Suit No. 89 of 1930 of the 2nd Court of the Munsiff, Alipore, filed on the 22nd May, 1930. (Certified copy).

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Ext. A—Certified copy of deposition of Sk. Woozir Ali, witness No. 3 for the defendant in Money Suit No. 89 of 1930 of the 2nd Court of the Munsif, Alipore.

District 24-Parganas.

M. S. No. 89 of 1930.

Defendants' Exhibit.

Ext. A—Certified copy of deposition of Sk. Woozir Ali, witness No. 3 of the defendant in Money Suit No. 89 of 1930 of the 2nd Court of the Munsiff, Alipore, dated the 23rd February, 1931.

Deposition of witness No. 3 for the defendant taken on solemn affirmation on the 23rd day of February, 1931, before Babu Kshitipati Nath Mittra, Munsif, 2nd Court, Alipur, District 24-Parganas.

My name is Sk. Woozir Ali, son of Sk. Sadoali. My age is 60 years. I reside at Kidderpur, District 24-Parganas. My occupation is service.

I am the attorney on behalf of the defendant No. 2. The signature Ext. D in the cheque Ext. C is my signature. The other signature marked Ext. X is not my signature though it writes my name as "Wazir Ali". I did not receive payment under the said cheque Ext. C. The pleader Mr. Ibney Imam took payment of the money under the said cheque in the bank in my presence and granted the same to the defendant No. 1 in the bank in my presence.

Examined :—The income for the year previous to the year in suit was received by the defendant 1 and myself. On behalf of the defendant 2 I made over the defendant's share of the money to the plaintiff.

The sum of Rs. 633/5/6p. out of the cheque Ext. C was due to the plaintiff. As the plaintiff did not receive the said money, she sent letters to the defendant 2 and to the defendant No. 1 through her attorney.

Cross-examined by defendant No. 2 :—The cheque was taken from the Pension Department of the Collector of 24-Parganas. The defendant 1 and I gave receipt in the Collector's book and got the cheque.

The defendant No. 1 and I signed the cheque and presented it to the bank for payment. I put the signature Ext. D when the cheque was presented for payment. I have to sign the cheque after producing the power of attorney.

The defendant No. (?) signed the cheque Ext. C first in the bank (*sic*). I then signed it. I made it over to the defendant No. 1. The defendant No. 1 handed it over to Mr. Ibney Imam. Mr. Ibney Imam and the defendant's

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Defendants' Exhibit.

Ext. A—Certified copy of deposition of Sk. Woozir Ali, witness No. 3 of the defendant in Money Suit No. 89 of 1930 of the 2nd Court of the Munsiff, Alipore, dated the 23rd February, 1931.

Manager were present when the defendant 1 took the cheque from me. I did not get the token from the bank. I do not know whether any signature is necessary at the time of payment.

The signature Ext. D and the signature marked X appear to tally with each other. They are similar but the signature marked X is not my signature.

I did not send any letter to the defendant 1 for non-receipt of the money under the cheque Ext. C. I can not say whether the defendant 2 sent any letter to the defendant No. 1 for same.

The Manager of the defendant No. 1 lives at 11, Ranga Lal Street. The defendant No. 2 is in the said house. She was in the said premises yesterday.

Re-examined :—I know to sign my name in Urdu only but I can not write any other thing in Urdu.

Sd. in Urdu.

Sd. K. N. Mittra,

Munsif.

23-2-31.

(Certified to be a true copy etc.).

Ext. A (S. O.).

T. S. 1 & 2 of 1934
on behalf of defendants 3 & 4
on 29-3-35.

N. Banerjee,

3rd Addl. S. J.

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Ext. B—Certified copy of judgment of the Munsiff, 2nd Court, Alipore in Money Suit No. 89 of 1930.

Defendants' Exhibit.

Ext. B—Certified copy of Judgment of the Munsiff, 2nd Court, Alipore in Money Suit No. 89 of 1930, dated the 27th February, 1931.

District 24-Parganas.

In the 2nd Court of the Munsiff at Alipur.

Present:—Babu Kshitipati Nath Mitra, 2nd Munsiff, Alipur.

The 27th day of February, 1931.

Money Suit No. 89 of 1930.

Must. Hanifa Bibi, wife of Mahmood Ismyle Saleji ... *Plaintiff*,

versus

Mirza Mahomed Syed Ali and another ... ... *Defendants.*

Nawab Zinnotara Zainab Begum *alias* Juhi Begum, daughter of late Prince Kamar Kader Mirza Mahammad Abed Ali Bahadur ... *Defendant.*

The defendant 1 and the defendant 2 were the owners of the disputed property to the extent of 2/3rd and 1/3rd shares respectively. The plaintiff purchased 1/3rd share of the defendant 2 in the said property. The income from the disputed property in suit every year by the Deputy Commissioner, Barabanki to the owners through the Collector of 24-Parganas by cheque (*sic*). As the plaintiff's name has not yet been recorded in the Collectorate of Barabanki, she has been receiving her share of the income through the defendants 1 and 2. The defendants withdrew the plaintiff's share of income for 1927-28 amounting to Rs. 633-5-4 p. The defendants have not paid the plaintiff's share though demand was made for same through her attorney. The plaintiff therefore sues to recover the said sum of Rs. 633-5-4 from the defendants.

The defendant 1 contends *inter alia* that the disputed property is inalienable Jaigir property, that the plaintiff purchased nothing at auction sale, that the plaintiff has acquired no interest to the said property or to

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Defendants' Exhibit.

Ext. B—Certified copy of Judgment of the Munsiff, 2nd Court, Alipore in Money Suit No. 89 of 1930, dated the 27th February, 1931.

its income, that the plaintiff is not legally entitled to the income claimed, that the defendant 2's attorney Wazirali as usual withdrew the defendant 2's share of the income for 1927-28, that he (defendant) did not withdraw the entire income and appropriate the same and that he is consequently not liable for the plaintiff's claim.

The defendant 2 admits the plaintiff's purchase at auction sale and contends *inter alia* that the defendant 1 withdrew the entire money under the cheque as usual, that he is bound to pay the plaintiff's share of the income, that the defendant 2 did not withdraw the money by the said cheque and that she did not get her share of the money.

The suit went to trial on the following issues:—

1—Has the plaintiff any cause of action?

2—Is the suit maintainable in its present form?

3—Is the suit bad for misjoinder of parties?

4—Did the defendants keep the alleged money with them without paying the same to the plaintiff? If so, is the plaintiff entitled to recover the same by way of damages?

5—To what relief, if any, is the plaintiff entitled?

6—Did thedefendant 1 take away money on behalf of the defendant 2? If not, can the plaintiff make any claim against the defendant 1?

Judgment.

1st issue—The plaint shows that the plaintiff has good cause of action. The issue is found in plaintiff's favour.

2nd issue—The frame of the suit is quite good regard being had to the facts of the case. The issue is again found in plaintiff's favour.

3rd issue—The suit is not bad for misjoinder of parties. The defendant 1 might have been joined as a *pro forma* defendant in the suit with an alternative prayer for relief against him. The defendant 1 is a necessary party according to the allegation in the pleadings. The issue is decided in plaintiff's favour.

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4th and 6th issues—The sale certificate Ext. 2 shows that the plaintiff purchased the defendant 2's 1/3rd share in the disputed property at auction sale on the 24th November, 1926. The defendant 2 practically admits the plaintiff's purchase. It is also an admitted fact that the plaintiff has not received the defendant 2's share of the income for 1927-28. It is also an admitted fact that the defendants received a cheque for the income of 1927-28, that the said cheque was cashed in the Imperial Bank of India and that the amount was withdrawn by the defendants. The defendant 1 contends that he took his share of the money covered by the cheque and the defendant 2 contends that the defendant 1 took the entire money covered by the said cheque on condition that he would pay the defendant 2's share of the money to the plaintiff. The question for decision is whether the defendant 1 alone took the entire payment under the cheque Ext. C or whether both the defendants 1 and 2 took their respective shares of the money covered by the said cheque. The evidence adduced by the parties satisfactorily shows that both the defendants took payment under the disputed cheque Ext. C, that the defendant 1 took his share of the money and that the defendant 2 also took her share through her attorney Wazir Ali.

Defendants' Exhibit.

Ext. B—Certified copy of Judgment of the Munsiff, 2nd Court, Alipore in Money Suit No. 89 of 1930, dated the 27th February, 1931.

The plaintiff's father P. W. 2 H. I. Saleji states that the defendant agreed to withdraw the entire money covered by the cheque Ext. C and to pay the defendant 2's share of it to him on behalf of the plaintiff. He also states that the defendant 1 cashed the said cheque and that the pleader Mr. Ibney Imam took payment of the money from the bank. The defendant 1 and Mr. Ibney Imam deny the fact. The plaintiff's father Mr. Saleji states that he did not see who received payment of the cheque Ext. C. Hence his former statement that Mr. Ibney Imam received payment under the cheque Ext. C cannot be accepted. It does not stand to reason why the defendant 1 would enter into any agreement with the plaintiff's father for payment of the defendant 2's share of the money. This is simply absurd. I think I should accept the statement of the pleader Mr. Ibney Imam as well as of the defendant 1 on the point regard being had to the fact that the defendant 2 has a constituted attorney for the purpose. Again the plaintiff's father Mr. Saleji states that he received the income for 1928-29 from the defendant 2's attorney Wazir Ali. Wazir Ali who deposed in the suit on behalf of the defendant 12 (*sic*) states that he paid the income for 1926-27 to the plaintiff. It appears, therefore, that the defendant 2's attorney Wazir Ali paid the defendant 2's share of the income to the plaintiff or to her father for the years immediately preceding and following the year in suit. In view of this fact, the special agreement for the year in suit cannot be accepted.

The evidence of the pleader Mr. Ibney Imam shows that Wazir Ali presented the cheque Ext. C and received the "token" for same. Wazir Ali says that he handed over the cheque Ext. C after signing it, that the

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Defendants' Exhibit.

Ext. B—Certified copy of Judgment of the Munsiff, 2nd Court, Alipore in Money Suit No. 89 of 1930, dated the 27th February, 1931.

defendant 1 signed it and made it over to Mr. Ibney Imam, that Mr. Ibney Imam cashed the cheque and made over the entire money to the defendant 1 and that the defendant 1 kept the entire money with him. I cannot accept this statement in preference to the statement of Mr. Ibney Imam and the defendant 1 and his manager. If the plaintiff's father Mr. Saleji was also present then, he could certainly get payment of the plaintiff's share through the defendant 2's attorney Wazir Ali who was admittedly present in the bank. I think it is absurd to think that the defendant 1 would take away the entire money covered by the cheque Ext. C when the plaintiff's father Mr. Saleji and the defendant 2's attorney were present in the bank. The defendant 2 relied upon the letters Exts. A and A(1) written in November, 1929 by her attorney to the defendant 1 regarding the disputed money. The cheque Ext. C was cashed on the 16th February, 1929 and the letters A and A(1) were written on the 18th and 30th November, 1929. No explanation is given why the defendant 2 did not demand the money from the defendant 1 during these 9 months. The plaintiff's letter of demand Ext. 1 was sent on the 29th November, 1929. I have considered the facts, circumstances and probabilities of the case carefully and I accept the defendant 1's version of case and disbelieve the story of the plaintiff and the defendant 2. The evidence adduced by the defendant 1 is satisfactory and reliable and I do not find any hesitation in accepting the same in preference to the evidence adduced by the plaintiff and the defendant 2. Taking all facts together I find that the defendant 1 took his share of the money covered by the cheque Ext. C and that the defendant 2's attorney Wazir Ali took payment of the defendant 2's share of the money under the said cheque. I also find that the sum of Rs. 633-5-6 pies is due from the defendant 2 to the plaintiff and that the defendant 1 is not liable for the plaintiff's claim. The issues are decided partly in plaintiff's favour and partly in favour of the defendant 1.

5th issue—The defendant 1 contended that as the disputed property is inalienable Jaigir property, the plaintiff purchased nothing on the basis of her auction purchase and she is not entitled to get the income claimed. It is not the province of the suit to enter into the complicated question of title. The sale in question has not been set aside. It is good and valid till it is vacated by a competent Court. Moreover it appears that the defendant 2 paid her share of the income in 1926-27 and 1928-29. The defendant 2 is, therefore, bound to pay the income for the disputed year 1927-28. The defendant 1 is not in any (*sic*) affected by any act which the defendant 2 does with her income, so long as the supply Bill and the cheque are made over and issued in his name and in the name of the defendant 2. It is not the defendant's business to interfere with the disposal of the income by the defendant 2. I think the plaintiff is entitled to get her dues from the defendant 2. The defendant 2 may be in collusion with the plaintiff but the fact has not been clearly established. The issue is decided in plaintiff's favour.

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Ordered

That the suit be decreed against the defendant 2 with cost and dismissed against the defendant 1 with cost.

Sd. Kshitipati Nath Mitra,

Munsiff.

27-2-31.

(Certified to be a true copy etc.)

Ext. B (S. O.)

T. S. 1 & 2 of 1934

on behalf of defendants 3 and 4

on 29-3-35.

N. B. B.,

3rd Addl. S. Judge.

Defendants' Exhibit.

Ext. B—Certified copy of Judgment of the Munsiff, 2nd Court, Alipore in Money Suit No. 89 of 1930, dated the 27th February, 1931.

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Ext. 4(c)—Certified copy of judgment of the Addl. District Magistrate, 24-Parganas in Criminal Appeal No. 209 of 1930.

Plaintiff's Exhibit.

Ext. 4(c)— Certified copy of judgment of the Addl. District Magistrate, 24-Parganas in Criminal Appeal No. 209 of 1930. dated the 26th September, 1930.

In the Court of the Additional District Magistrate of Alipore in the District of 24-Parganas.

Present :—Mr. K. L. Mookerji, A. D. M. of Alipore in the District of 24-Parganas.

Heading of Judgment of Appellate Court.

Court of Appellate Jurisdiction.

The 26th September, 1930.

Criminal Appeal No. 209 of 1930.

Appeal from the Order of Babu S. K. Mukherji, Honorary Magistrate of Alipore, dated 17th July, 1930.

The appellant Makram Ali was convicted under Section 380/114 I. P. C. and sentenced to rigorous imprisonment for 6 weeks and to pay a fine of Rs. 100/- in default to undergo rigorous imprisonment for 2 months. Out of the fine if realised Rs. 50/- was ordered to be paid to the complainant Abbas Ali as compensation.

The prosecution story, in brief, is that the complainant Abbas Ali has been in occupation of 2 rooms of premises 6 Dent Mission Road, Kidderpore since a long time as tenant under Prokas Chandra Pal and his brothers on a monthly rent of Rs. 7/-. The premises consisted of tiled hut and the complainant rented 2 rooms of this hut. In one room the complainant had a paint shop and in other he had a bakery. On the 29th Pous 1336 B. S. the complainant went home on account of his father's illness locking up his rooms which contained his articles including Taktaposh, box and utensils, 7 or 8 days before the complainant left the appellant had asked the complainant to vacate the rooms saying that he purchased the premises from the landlord but the complainant refused to do so unless compensation was paid to him. During the complainant's absence on 29th January, 1930, the appellant came to the premises with Tajamulla Serang and some labourers and under orders of the appellant and in his presence the labourers broke open the complainant's rooms, broke down the hut for reconstructing it and removed and carried away the articles belonging to the complainant which were in the 2 rooms including Taktakosh, brass utensils and above (*sic*). The complainant returned

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Plaintiff's Exhibit.

Ext. 4(c)—Certified copy of judgment of the Addl. District Magistrate, 24-Perganas in Criminal Appeal No. 209 of 1930, dated the 26th September, 1930.

on the 23rd Magh corresponding to 6th February, 1930 and found his room broken and his articles missing and came to know about the occurrence from his neighbours and then filed petition of complaint in Court on 10th February, 1930.

The defence story is that the Nawab of Kidderpore is the landlord in respect of the land on which premises No. 6 Dent Mission Road stand. The late father of Prokas Chandra Pal and his brothers had taken settlement of that land from the Nawab and constructed a tiled hut containing several rooms and let out those rooms to some tenants including the complainant. As the tenants including the complainant were in heavy arrears of rent and the tiled hut was in a dilapidated condition Prokash Pal and his brothers sold the premises to the Nawab by a registered Kobala. Subsequently Tamijulla took settlement of the premises from the Nawab and left as a crew on board a ship on 21st October, 1929. As the premises were in a dilapidated condition and unfit for human habitation the complainant and other tenants vacated the rooms and removed elsewhere. After that Abdul Samed on behalf of Tamijulla got the plan of a new house sanctioned by the Calcutta Corporation and erected a new tin shed on the land in place of the dilapidated tiled hut. The appellant is an officer of the Nawab and the complainant brought this false case against him under the false impression that the appellant took settlement of the premises in the Benami of Tamijulla. The appellant did not give any orders to break the hut or to remove any articles of the complainant therefrom.

The complainant Abbas Ali deposed that he was in occupation of the 2 rooms former (?) 16 years on payment of a monthly rent of Rs. 7/-, that in one room he had a paint shop and in the other a bakery and that on 29th Pous he went home on account of his father's illness leaving his articles in those rooms and that he returned on 23rd Magh and found his rooms broken and his articles missing and then came to know about the occurrence from the neighbours. He also stated that 7 or 8 days before he left for home the appellant asked him to vacate the rooms saying that he purchased the premises and that he replied saying that he did not know him and that if compensation was paid to him he would vacate. P. W. 1 Shasuddin, P. W. 2 Abdul Aziz, P. W. 3 Abul Aju, P. W. 4 Munna Khan and P. W. 5 Mohammad Ismail are eye-witnesses to the occurrence. They deposed that the complainant went home after locking up his 2 rooms one used as paint shop and another as bakery and during the complainant's absence the appellant came with some men and on the appellant's orders his men broke open the complainant's rooms and broke them and carried away the complainant's articles consisting of Taktaposh, utensils and a box and reconstructed the hut. P. Ws. 3, 4 and 5 protested against the appellant's action but the appellant said it was his business and not theirs. P. Ws. 1, 2, 3, 4 and 5 are close neighbours of the place of occurrence and are, therefore most competent to depose to the occurrence. They are not interested in any way in the complainant and they have also no motive or grudge to depose falsely against the appellant. In

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fact they are disinterested and independent witnesses and there can be no reason to disbelieve their testimony.

Plaintiff's Exhibit.

Ext. 4(c)—Certified copy of judgment of the Addl. District Magistrate, 24-Perganas in Criminal Appeal No. 209 of 1930, dated the 26th September, 1930.

8 witnesses were examined on behalf of the defence. D. W. 1 Girish Chandra Biswas who works in the Government shipping office proved that one Tamijulla signed an agreement on 21st October, 1929 to serve as a crew in the ship Clan MacNair. This witness does not prove that Tamijulla actually left on board the ship on 21st October 1929, or that he is the identical man who is named as Tajamulla as an accused in the complainant's petition of complaint and so the contention of the defence that accused Tajamulla who is alleged to have taken part in the occurrence could not have done so as he was away on board the ship Clan MacNair which has not come back to Calcutta Port has not been made out. D. W. 2 P. C. Das, a plan maker, prepared a plan in respect of premises 6 Dent Mission Road, hut No. 2 and obtained sanction to it from Calcutta Corporation on 10th December, 1929 and he said that he made the plan according to the instructions of Abdul Samed (D. W. 4). This plan of proposed alteration in the premises (Ext. B) does not bear the signature of Abdul Samad who is a relation of Tamijulla and in whose behalf he is alleged to have acted. On the other hand it bears the seal of the Nawab's estate which shews that neither Tamijulla nor Abdul Samad had anything to do with it. D. W. 3 Shyama Charan Samanta wrote a deed of conveyance (Ext. C) in respect of the hut in 6 Dent Mission Road in favour of Tanujulla (?) and purporting to be executed by Prafulla Pal and others but the deed was not executed. This witness also proved a deed of conveyance (Ext. D) executed by Prokash Charan Pal and his brothers in favour of the Nawab Mirza Mohammad Saiad Ali on 12th September, 1929 in respect of the premises 6 Dent Mission Road. But Tamijulla did not enquire (*sic*) any interest in the property by this document. D. W. 4 is Abdul Samed who is related to Tamijulla. He is an interested witness and no reliance can be placed on his testimony. The testimony of D. W. 5 Karia Dome lends full support to the prosecution story. He admitted that one of the rooms of the complainant was used as and (*sic*) dyeing shop and the other as a bakery and that the complainant used to live in the shop and had his bakery there and that he also repaired the huts. D. W. 6 Abdul Gani is a Tashildar under the Nawab Mirza Mohammad Saidali. He deposed that Tamijulla took settlement of 6 Dent Mission Road in July, 1929. He proved payment of rent Rs. 12/- at Rs. 2/- per month from July to December, 1929 in respect of 6 Dent Mission Road on 23rd November, 1929 by Abdul Samed on behalf of Tamijulla. He also proved payment of Salami of Rs. 25/- by Abdul Samed on behalf of Tamijulla on 21st November, 1929. But this payment of Salami and rent does not prove that Tamijulla had obtained possession of the premises. This witness said that the huts were lying vacant when Tamijulla took settlement. It was expressly stated in the deed of conveyance (Ext. D) executed by Prokash Chandra Pal and his brothers in favour of the Nawab Mirza Mohammad Syed Ali on 12th September, 1929 that the Nawab will have to bear the cost of evicting the tenants who were then in occupation of the

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Plaintiff's Exhibit.

Ext. 4(c)—Certified copy of judgment of the Addl. District Magistrate, 24-Perganas in Criminal Appeal No. 209 of 1930, dated the 26th September, 1930.

land. This shows that the complainant was still in occupation of his 2 rooms in September, 1929 and there is no reason only he waited voluntarily (?) vacate the rooms after that. There again if the complainant had really vacated the rooms voluntarily as alleged by the defence, why should he again try to recover possession and institute a false case about it against the appellant against whom he bears no grudge? The defence has failed to give any reason for this according to the defence story, the complainant vacated the rooms voluntarily as they were in a dilapidated condition. The rent receipt (Ext. 2) shew payment of rent of Rs. 49/- by the complainant to Prokash Chandra Pal on account of the rent of the 2 rooms in question on 28th July, 1929. On 5th August, 1929 Prokash Chandra Pal wrote to the complainant a letter (Ext. 3) permitting him to have the rooms repaired by a Gharami and to keep accounts of the expenses incurred and to deduct those expenses from the rents due. If the complainant had been contemplating voluntary surrender of the rooms he would not have paid Rs. 49/- on account of arrear rent and asked for premission to have the rooms repaired Exts. 2, 3, and the provisions in Ext. D referred to above to the effect that the Nawab will have to bear the expenses of evicting the tenants then in occupation of the premises in 6, Dent Mission Road give a lie to the defence story of voluntary surrender of the rooms by the complainant.

D. W. 7 is a pleader of Alipore Court who was examined to prove an *alibi* on behalf of the appellant. He deposed that on 29th January, 1930 he went to the Nawab's house at 7-45 A M. and returned home at about 9½ A M. and the appellant was present all along while he was there. He admitted that he is doing work of Nawab's estate and that both the appellant and Manager instruction (*sic*) and pay him for the Nawab's work. He produced an early (*sic*) written in pencil in his diary dated 29th January, 1930 but there is no mention in it how long he remained and the entry was only an appointment (?) which he noted 2 or 3 days previously. He can't explain why the entry is at the bottom and not on the top though it was entered 2 or 3 days previously. He could not show from the diary that he kept the appointment or how long he stayed. Under these circumstances the testimony of this witness can not be accepted as reliable. D. W. 8 deposed that the complainant has a paint shop in 37/4, Watgunge Street but he can't say when he opened it, but he had to admit in cross-examination that he can't say whether the shop at 37/4, Watgunge Street belongs to Khariat Ali. His evidence is worthless.

The defence story of Tamijulla having taken settlement of the premises is unreliable as if he wanted to take settlement (?) the negotiations would have been completed and payment of previous (?) rent made before he went abroad as accused (*sic*) in a ship. Even if this story of Tamijulla's settlement be accepted Tamijulla or any one on his behalf had no right to forcibly dispossess the complainant who was in occupation of the hut and to break it open and remove the complainant's articles from the same. It is clear that the appellant

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purporting to act on behalf of Tamizulla instead of having recourse to the proper Court for evicting the complainant took the law into his own hands and wanted forcibly to dispossess the complainant who was in occupation of the 2 rooms in the hut at 6, Dent Mission Road. The defence story that the complainant voluntarily vacated the rooms after which the hut was reconstructed on behalf of Tanuzulla is clearly an after-thought and a concoction. The prosecution story has been proved and it has been established that the appellant by being present and giving orders aided and abetted his labourers in dishonestly removing articles to wit Taktaposh, utensils and box belonging to the complainant from his rooms in 6, Dent Mission Road in his occupation. It was contended on behalf of the appellant that the charge was vague as it did not specify the properties stolen. But the appellant was not at all prejudiced by the omission as the evidence adduced clearly showed that Taktaposh, utensils and box belonging to the complainant were dishonestly removed.

Plaintiff's Exhibit.

Ext. 4(c)—Certified copy of judgment of the Addl. District Magistrate, 24-Perganas in Criminal Appeal No. 209 of 1930, dated the 26th September, 1930.

The appellant was rightly convicted and the sentence is not severe. The conviction and sentence passed on the appellant are upheld and the appeal is dismissed. The order for payment of compensation to the complainant is also upheld.

Sd. Khirod Lal Mookerji,

Magistrate, 1st Class.

26-9-1930.

(Certified to be a true copy etc.).

Ext. 4(c) (S. O.)

T. S. 1 & 2 of 1934

for defendants 3 & 4

on 9-5-35.

N. B.,

3rd Addl. S. Judge.

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Ext. 4(b)—Certified copy of order of the Hon'ble High Court, Criminal Jurisdiction in Revision No. 1064 of 1930.

In the High Court of Judicature at Fort William in Bengal.

The 9th January, 1931.

Criminal Jurisdiction.

Present :—The Hon'ble Sir George Rankin, Kt., Chief Justice

and

The Hon'ble Mr. Justice Graham.

Revision No. 1064 of 1930.

In the matter of

Mokram Ali, Accused ... ... *Petitioner*,

versus

Abbas Ali Khan, Complainant ... ... *Opposite-party*.

For petitioner :—Mr. Sures Chandra Taluqdar,

and

Mr. Sudhansu Sekhar Mukherji, Advocate.

This Rule is discharged. The petitioner must now surrender to his bail and serve out the remainder of the sentence imposed on him.

The 9th January, 1931.

Sd. G. C. Rankin.

Sd. J. F. Graham.

(Certified to be a true copy etc.)

Ext. 4(b) (S. O.)
T. S. 1 and 2 of 1934
for plaintiff No. 2
on 9-5-35.
N. B.,
3rd Addl. S. Judge.

Plaintiff's Exhibit.

Ext. 4(b)—Certified copy of order of the Hon'ble High Court, Criminal Jurisdiction in Revision No. 1064 of 1930, dated the 9th January, 1931.

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Ext. L—Acknowledgment of receipt of money order from Ashanulla Khan to M. M. Syed Ali Bahadur.

Defendants' Exhibit.

Ext. L—Acknowledgment of receipt of money order from Ashanulla Khan to M. M. Syed Ali Bahadur, dated the 12th November, 1930.

Acknowledgment.

(on postal service.)

P. M. Syeed Ali ... ... Prince Mirza Syeed Ali

Rs. 75 (Rs. Seventy-five only).

Name and address of the remitter———
(in full)

Ahsan Ulla Khan, Zamindar,
Mouza Habibpur,
P. O. Saadatgunj, Lucknow.

(On the back).

Received the sum specified on reverse on———
12th November, 1930.

Rupees seventy-five only.

Rs. 75 as rent for 1337 F. S. in part payment as per tender (?)

Signature (in ink) of payee or thumb impression of payee———

Sd. I. N. (?) Makram Ali
for M. M. Syed Ali Bahadur,
Mutwalli.

Ext. L.
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 24-4-35.,
N. B.,
3rd Addl. Sub-Judge.

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Ext. 7—Registered conveyance executed by Zinat Ara Zainab Begum alias Juhi Begum in favour of Mahmuda Bibi.

Plaintiff's Exhibit.

Ext. 7—Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

THIS INDENTURE made the seventeenth day of February One thousand nine hundred and thirty-one BETWEEN ZINAT ARA ZAINUB BEGUM *alias* Juhi Begum wife of Nawab Sayed Mahamad Hashin Ali Khan Shia Mohamedan Purdanashin Lady of No. 11, Rungolal Street, Kidderpore but at present residing at No. 132, Lower Chitpore Road in the town of Calcutta hereinafter called the vendor (which expression unless excluded by or repugnant to the context shall be deemd to include her heirs executors administrators representatives and assigns) of the One Part AND MAHMUDA BIBI wife of Golam Hossein Orajee Mahomedan Purdanashin Lady residing at No. 8/1, Amratolla Lane in the town of Calcutta.....aforesaid hereinafter called the Purchaser (which expression unless excluded by or repugnant to the context shall be deemed to include her heirs executors administrators representatives and assigns) of the other Part WHEREAS the vendor is seised and possessed of or otherwise well and sufficiently entitled to an undivided one-third part or share in the various lands and premises in the Schedule hereunder more particularly mentioned and described for an absolute estate free from encumbrance AND WHEREAS the vendor has instituted a suit against Mirza Syed Ali Khan in the Court of the Third Sub-Judge, Alipore being Partition Suit No. 17 of 1931 (Juhi Begum *versus* Mirza Syed Ali and another) for a decree for partition of her undivided one-third share in the properties in the Schedule to the plaint filed and in the Schedule hereto particularly described and for other reliefs AND WHEREAS one Khatiza Bibi has instituted a suit against Mohammed Elias and the vendor in the Court of the Subordinate Judge at Alipore Twenty-Four-Parganas being Title Suit No. 120 of 1930 (Khatiza Bibi *versus* Mohammed Elias and another) in respect of the said one-third share of the vendor in the various premises described in the Schedule hereunder for a declaration amongst others that an undivided one-third share of the properties in suit set out in the Schedule to the plaint and in the Schedule hereto described belongs to the Defendant No. 2 and is liable to attachment and sale in execution of the decree obtained by the plaintiff against the said defendant and for other reliefs AND WHEREAS the said Khatiza Bibi has instituted another suit against Mirza Mohammed Syed Ali and the vendor in the Court of the Fourth Sub-Judge at Alipore being Title Suit No. 8 of 1931 (Khatiza Bibi *versus* Mohammed Syed Ali and another) in respect of the said one-third share of the vendor in the various premises described in the Schedule hereunder for a declaration that by setting aside the summary decision dated Fifteenth February one thousand nine hundred and thirty the defendant No. 2 is owner of one-third share in the properties mentioned in the Schedule annexed to the plaint and that the said one-third

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Plaintiff's Exhibit.

Ext. 7—Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17the February, 1931.

share is liable to attachment in execution of the plaintiff's decree against the defendant No. 2 in the plaint in the said suit mentioned and for other reliefs AND WHEREAS the vendor on the third day of March one thousand nine hundred and nineteen executed a Promissory Note in favour of the one Hashim Ebrahim Salehji or order for a sum of Rupees twelve thousand carrying interest at nine per cent per annum AND WHEREAS the vendor on the nineteenth June one thousand nine hundred and nineteen executed another Promissory Note in favour of the said Hashim Ebrahim Salehji or order for a sum of Rupees three thousand carrying interest at the rate of twelve per cent AND WHEREAS the said two Promissory Notes dated the nineteenth June one thousand nine hundred and nineteen and third March one thousand nine hundred and nineteen respectively were duly endorsed by the said Hashim Ebrahim Salehji in favour of the purchaser AND WHEREAS in respect of the said Promissory Note for twelve thousand the vendor made various payments on diverse dates for and on account of principal and interest *viz.* rupees three thousand on first December One thousand Nine hundred and twenty, Rupees three thousand and five hundred on twenty-first November One thousand nine hundred and twenty-three, Rupees two thousand and five hundred on eighth November one thousand nine hundred and twenty-six, Rupees two thousand and four hundred on fifteenth September one thousand nine hundred and twenty-nine aggregating rupees eleven thousand and four hundred.....AND WHEREAS in respect of the said Promissory Note for Rupees Three thousand the vendor also made various payments on diverse dates for and on account of principal and interest *viz.* rupees seven hundred and fifty on first December one thousand nine hundred and twenty, Rupees Nine hundred on twenty-first November one thousand nine hundred and twenty-three, Rupees seven hundred on eighth November one thousand nine hundred and twenty-six and rupees six hundred on fifteenth September one thousand nine hundred and twentynine aggregating rupees two thousand nine hundred and fifty.....AND WHEREAS a sum of rupees fifteen thousand seven hundred and eighty-eight is now due and owing by the vendor to the purchaser in respect of the said two Promissory Notes AND WHEREAS in consideration of the said sum of rupees fifteen thousand seven hundred and eighty-eight so due and owing by the said vendor to the purchaser under the said two Promissory Notes and also in consideration of the sum of rupees one hundred agreed to be paid by the purchaser to the vendor monthly and every month during the term of her natural life and subject to the said claims of Khatiza Bibi in the said two suits instituted by her in the Court of the Subordinate Judge at Alipore the vendor has agreed to sell to the purchaser her said one-third undivided part or share upon and in respect of the said land and premises described in the Schedule hereunder NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said monthly payment of rupees one hundred agreed to be paid by the said purchaser to the vendor during the term of her natural life and in further

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consideration of the said sum of rupees fifteen thousand seven hundred and eighty-eight so due and owing to the purchaser for principal and interest under the said two Promissory Notes by the vendor and retained by the purchaser in full satisfaction of the amounts due under the said Promissory Notes. She the said vendor as beneficial owner doth by these presents convey sell release and confirm unto the said purchaser. All these lands and premises in the Schedule hereunder described OR HOWSOEVER otherwise the said lands and premises now are or is or heretofore were or was situate butted bounded called known numbered described and distinguished TOGETHER with all buildings yards courtyards areas, sewers drains water-courses lights liberties easements privileges appendages and appurtenances whatsoever to the said land hereditament and premises belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND all the estate right title interest claim and demand whatsoever of the said vendor into and upon the said lands and premises or any or every part thereof AND all deeds Pottas muniments writings and evidences of title which in anywise relate to the said premises or any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the said vendor or any person or persons from whom she or they can or may procure the same without action or suit law or in equity TO HAVE AND TO HOLD the said land hereditament and premises hereby granted transferred and conveyed or expressed and intended so to be unto the said purchaser absolutely and for ever free from all encumbrances whatsoever but subject to the claim of Khatiza Bibi as aforesaid under the afore-recited two suits and the vendor doth hereby covenant with the said purchaser that notwithstanding any act deed or thing whatsoever by the vendor or any of his ancestors done or omitted or willingly suffered to the contrary she the said vendor now hath good right to grant transfer and convey the lands and premises hereby granted transferred and conveyed or expressed or intended so to be unto the said purchaser in manner aforesaid and that the said purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said lands and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming from under or in trust for her and that free from incumbrances whatsoever made or sufferred by the vendor or any of her ancestors or person or persons lawfully or equitably claiming as aforesaid except as to the claim of the said Khatiza Bibi aforesaid and further that she the vendor and all persons having lawfully or equitably claiming any estate or interest whatsover in the said land and premises or any part thereof from under or in trust for her the said vendor or from or under any of her ancestors shall and will from time to time and at all times hereafter at the request and cost of the said purchaser do and execute or cause to be done and executed all such acts deed and things whatsoever for further better and more perfectly assuring the said hereditaments and

Plaintiff's Exhibit.

Ext. 7— Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

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Plaintiff's Exhibit.

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premises and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required AND the vendor doth hereby declare that the purchaser shall be at liberty either in the name of the vendor or purchaser to prosecute the said partition suit instituted by her in the Court of the Subordinate Judge at Alipore and for that purpose doth hereby irrevocably nominate and appoint the purchaser as attorney in the name of the vendor wherever necessary to sign and verify petition, Tabular Statements and to sign Vakalatnamas and to do all other acts and things that might be necessary for the prosecution of the said suit AND THIS INDENTURE FURTHER WITNESSETH and the purchaser doth hereby for herself her heirs executors administrators representatives and assigns covenant with the vendor that she the purchaser her heirs executors administrators representatives and assigns will so long as the vendor shall be alive pay to her the said sum of rupees one hundred per month for and during the term of her natural life.

The schedule above referred to :—

1—Premises No. 123, Circular Garden Reach Road *i. e.* one plot of Lakheraj (rent free) homestead land containing about seven and half Cottas more or less with a two-storied masonry house together with outer buildings, courtyard, stable, compound walls etc. known as "Khusru Manzil" with passages drains water pipes, cisterns together with all the rights and interest right of easement and all other rights which may in any way be appertaining to the said house or with which the said house is ordinarily held and possessed or which is considered comprised therein or appertaining thereto. The said premises No. 123 is situate in Circular Garden Reach Road Kidderpore Ward No. 25, in the suburbs of Calcutta, Thana Watgunge, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas and bounded as follows:—North premises No. 121, Circular Garden Reach Road, West Gurbari Lane, South premises No. 122 Circular Garden Reach Road, East Circular Garden Reach Road.

2—Premises No. 122, Circular Garden Reach Road being a plot of (illegible) land in Kidderpore Thana Watgunge Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas containing about three Cottas three Chittaks twenty-nine cubic feet and odd as per boundaries given below, North premises No. 123, Circular Garden Reach Road, West and South Gurbari Lane, East Circular Garden Reach Road. This piece of land is held by Ryots on payment of ground rents of which the premises number is 122, Circular Garden Reach

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Road and Ward No. 26 together with Pucca drain privy outlet of water, passage, right of easement and all other rights which may in any way be included in the said plot or appertaining thereto or which are ordinarily held along with it or which may be considered as comprised therein as relating thereto.

Plaintiff's Exhibit.

Ext. 7— Registered conveyance executed by Zinnat Ara Zainab Begum alias Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

3—Premises Nos. 121-1 and 121-2 Circular Garden Reach Road being a plot of Lakheraj homestead land in Kidderpore Uriyapara, Thana Watgunge, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas which upon measurement appears to be about three Cottas thirteen Chittaks twenty-two and half cubic feet and is bounded on the North by Gurbari Lane, on the East by Circular Garden Reach Road, on the South by Block No. 3 in the Batwara Map prepared in case No. 63 of 1894 in the Court of the First Sub-Judge, Alipore and on the West by Block No. 4 of the said Map. This piece of land forms a Block of the said Map and is held by tenants on monthly rents bearing premises Nos. 121/1 and 121/2 Circular Garden Reach Road Ward No. 25 together with all passages, right of easement and all other rights which may in any way be comprised in the said plot or appertaining thereto or may ordinarily be held along with it or may be considered as included therein or appertaining thereto.

4—Premises Nos. 120 and 120-1, Circular Garden Reach Road being a plot of Lakheraj Bastu land in Kidderpore, Thana Watgunge, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas containing about one Bigha of land which is bounded on the North by a portion of the land of Motilal Das and a portion of the land of Bhusan Chandra Hazra and others, on the South by Circular Garden Reach Road, and on the West by the land of Surbeswar Chander Chander and which bears premises Nos. 120 and 120-1, Circular Garden Reach Road Ward No. 25 and is held by tenants on monthly rents together with all passages, right of easement and all other rights which may in any way be included in the said plot or appertaining thereto or are ordinarily held along with it or are considered to be included in or appertaining thereto.

5—Premises Nos. 115 and 115-1, 115-2, Circular Garden Reach Road being a plot of Lakheraj Basti land in Kidderpore, Thana Watgunge, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas containing about one Bigha of land bounded, on the North by the lands of the Sircar and the Raja of Bhukailash,

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on the East by a drain and after that the land of Hari Mohan Das and at present of Fakir Mohammad and others, on the West by the house of Jogdomia, widow deceased and joint passage, and on the South by Circular Garden Reach Road and bearing premises Nos. 115 and 115-1, Circular Garden Reach Road, Ward No. 25. This plot is held by the tenants on monthly rents with a Pucca one-storied house with courtyard, compound walls, drains, passages, water pipes, cisterns, right of easement and all other rights which are in any way attached or appertaining to the said house, premises and land or which are ordinarily held along with the same or considered as comprised in or appertaining to the same.

6—Four annas share of premises No. 36, Circular Garden Reach Road *i. e.* undivided Haveli or house of European style with outer buildings, courtyard, godowns etc. former premises No. 35, and recent premises No. 36, Circular Garden Reach Road, Ward No. 24 in Kidderpore, Thana Ikbalpore, Sub-Registry Alipur, Pargana Magura, District Twenty-Four Parganas and containing about sixteen Cottas ten Chittaks twelve and half Gandas of homestead land lying thereunder, of which twelve Cottas fifteen Chittaks is Lakheraj (rent free) and three Cottas eleven Chittaks twelve and half Gandas, garden and (illegible) land in respect of which an annual Jama (rent) of rupees four and annas four and three and half Gandas is paid in the Sherista Panchannogram within the Collectorate of Twenty-Four Parganas and which is bounded on the North by a portion of Circular Garden Reach Road and a portion of No. 35, Circular Garden Reach Road, on the West by Koilasarak Road, on the South by Pipe Road, on the East by a portion of premises No. 16, Pipe Road a portion of the Ryoti land of Rahim Ostagar and a portion of premises No. 35, Circular Garden Reach Road with Tatti (Matwall) drain, outlet for water passage, water pipe, cistern, right of easement and all other rights which may in any way be attached to and appertaining to the said Haveli land and premises or be ordinarily held along with the same or considered as included in and appertaining to the same.

7—Premises Nos. 1-1, 2, 2-3, and 2-4 Bhukailash Road and Nos. 17, 18 and 18-1, Koilasarak Road being No. 45, Circular Garden Reach Road that is one piece or plot of valid Lakheraj Ryoti land Register No. 477-4-5C, former premises Nos. 2 and 2-2 and present premises Nos. 1-1, 2, 2-3 and 2-4, Bhukailash Road, Nos. 17, 18, 18-1, Kailasarak Road and No. 45 Circular

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Garden Reach Road, Dihi Kidderpore Komedan Bagan, Kismats Kidderpore, Hari Priya, Tilak Barui, Narain Mistry, Thana Ikbalpore, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas containing eighteen Bighas eight Cottas, ten Chittaks four cubic feet as per measurement and bounded on the North partly by the boundary pillar of the Calcutta Corporation and by dwelling house and land of Butto Kristo Shah (and Bir Chandra Shah), by the land of Chaman and Butta Kristo Shah and partly by Debutter land, on the South partly by the Debutter land appertaining to the Estate of Raja Kalisankar Ghosal and partly by the new Road and the Ryoti land of Kala Chand Jana and Kolia Bibi, on the East by the Municipal drain and Koilasarak Road and on the West by Bhukailash Road.

Plaintiff's Exhibit.

Ext. 7—Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

8—Premises Nos. 6 and 7 Koilasarak Road and No. 3, Koilasarak Lane *i. e.* one plot or piece of Lakheraj Ryoti land formerly Nos. 3, 6 and 7 Koilasarak Road and at present No. 3 Koilasarak Lane and Nos. 6 and 7 Koilasarak Road, Dihi Kidderpore and Komedan Bagan Kismat Ikbalpore, Thana Ikbalpore, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas containing eleven Bighas six Cottas five Chittaks five cubic feet as per measurement and bounded, on the North by Koilasarak Lane, on the South partly by the Ryoti (tenanted) house of Shamu Sircar and partly by the Ryoti land of Mahammad, lime-seller on the East partly by a Road and partly by the Ryoti house and land of Bhuban Mondal and on the West by Koilasarak Road.

9—Premises No. 11, Koilasarak *i. e.* one plot or piece of Lakheraj Ryoti land and premises containing about two Bighas sixteen Cottas six Chittaks twenty-seven cubic feet more or less Lakheraj Nos. 45 and 47 of Register C of the Collectorate in the District of Twenty-Four Parganas formerly No. 11-11 and at present No. 11, Koilasarak Road, Dihi Kidderpore Thana Ikbalpore, Sub-Registry Alipore, District Twenty-Four Parganas and bounded on the North partly by the Debottar land of the Bhukailash Raj Estate and partly by the newly public Road being the branch of Koilasarak Road, on the South by Ekbalpore Road, East by Koilasarak Road and on the West by the Debutter land of the said estate.

10—Premises No. 4, Koilasarak Road and No. 1-1, Koilasarak Lane being a plot or piece of valid Lakheraj Ryoti land Nos. 477, 4-5C,

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formerly No. 4, Koilasarak Road and No. 1, Koilasarak Lane Ward No. 24 Kidderpore Komedan Bagan Kismat Ikbalpore and Jugatbere, Thana Ikbalpore, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas containing seven Bighas four Cottas five Chittaks, twenty-seven cubic feet and bounded on the North by the boundary pillar of the Calcutta Corporation and excess land Ryoti land and Debutter land mentioned above and on the West by Koilasarak Road aforesaid.

11—Premises No. 1, Dent Mission Road *i. e.* one masonry dwelling Haveli or house with one plot and piece of Mourasi Mokarari land containing about four Cottas for which a yearly rental of rupee one and annas eight and eighteen Gandas is paid to Bama Sundari Debi and others being premises No. 1, Komedan Bagan Road at present No. 1, Dent Mission Road in Kidderpur, Thana Watgunge, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas bounded on the North by the house and land of Kedar Nath Das, on the East by premises No. 2 Dent Mission Road, on the South by Komedan Bagan Road at present Dent Mission Road and on the West by the house and land of Kedar Nath Das and Public Road.

12—Premises No. 2, Dent Mission Road being Lakheraj land in Komedan Bagan Road, Kidderpore, Thana Watgunge, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas measuring about eight Cottas formerly No. 2, Komedan Bagan Road at present No. 2, Dent Mission Road Ward No. 25, with Pucca dwelling house having tower floored rooms and outer buildings bounded on the North by premises No. 1, Dent Mission Road and house of Kedar Nath, on the West by Komedan Bagan Road, on the East by the tank and compound wall at Hari Mohan Banerji, and on the South by the Basti land of Bhukailash.

13—Premises No. 50-2, Dent Mission Road *i. e.* one plot and piece of Lakheraj land containing about thirteen Cottas premises No. 51-2, Dent Mission Road, Ward No. 21, Kidderpore, Thana Ikbalpore, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas, bounded on the North by the land of Ismail, on the East by the Dent Mission Road, on the South by a Lane and on the West by the land of Ismail.

14—Premises Nos. 28, 30, 31, 32 and 32-1, Komedan Bagan Road *i. e.*

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one plot or piece of Lakheraj land containing about three Bighas three Cottahs six Chittaks twenty-four cubic feet formerly premises Nos. 28-1, 30, 31, 32, and 32-1 and at present premises Nos. 28, 30, 31, 32, 32-1, Komedan Bagan Road in Kidderpore Komedan Bagan, Thana Ikbalpore, Sub-Registry Alipore, Pargana Magura District Twenty-Four-Parganas bounded on the North by the land and house of Surbeswar Chunder Chunder and Dent Mission Road, on the East by drain, on the South by the Municipal drain and on the West by the land of Atul Behari Addy.

Plaintiff's Exhibit.

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15—Premises No. 3, Ikbalpore Road *i. e* one plot and piece of Lakheraj land containing about one Bigha, bounded on the North by premises No. 6 Koilasarak Road, on the East by the Pucca house of Ibrahim on the South by the land of Ibrahim and on the West by premises No. 7, Koilasarak Road which plot of land is held by tenants on monthly rents with field, Tatti, a small drain, forest, road, tank, outlet for water, drain, and with the right of easement and all other rights which may in any way be attached and appertaining to that plot of land on which may ordinarily be held along with the same or which is considered as comprised in or appertaining to the same premises No. 3(?) Ikbalpore Road.

16—Premises No. 7, Ikbalpore Road *i. e.* one plot and piece of Lakheraj land containing about one Bigha bounded on the North by the land of Kalu Munshi, on the East—premises No. 10, Ikbalpore Road, on the South by Ikbalpore Road and on the West by the land of Hur Mukherji which plot is held by tenants on monthly rents with field, Tatti, small drain, forest water-course, road passage, and with the right of easement and all other rights which may in any way be attached and appertaining to the said plot of land or which are ordinarily held along with it or which are considered as comprised in or appertaining to the same.

17—Premises No. 10, Ikbalpore Road *i. e.* one plot and piece of Lakheraj land containing about fifteen Cottahs including a dilapidated building on a portion thereof with outer buildings, courtyard, walls etc. bounded on the North by the house of Munshi Kala Mia, on the East by Dent Mission Road, on the South by Ikbalpore Road and on the West by premises No. 7, Ikbalpore Road, together with field, Tatti, small drain, forest, road, passage, drain, water-course and right of easement and all other rights which may in any way be

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attached or appertaining to the said piece of land and building or which are ordinarily held along with the same or which are considered as comprised in or appertaining to the same Premises No. 10, Ikbalpore Road.

18—Premises No. 68, Ikbalpore Road *i. e.* one Haveli (house) and dwelling house with outer buildings, courtyard etc. appertaining thereto together with Lakheraj land containing about fourteen Cottas forming premises No. 68, Ikbalpore Road, Ward No. 23 situate in Ikbalpore, Thana Ikbalpore, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas bounded on the North by Ikbalpore Road, on the West by the land of Babulal, on the South by the land of Babulal, and on the West by the house of Abdul Hamid, hide merchant with Tatti, small drain, road, passage, drain and right of easement and all other rights which may in any way be attached or appertaining to the said Haveli and premises or which are ordinarily held along with the same or which may be considered as comprised in or appertaining to the same.

19—Premises No. 12, Ikbalpore Road *i. e.* one Haveli and Pucca dwelling house with outer buildings, courtyard etc. appertaining thereto and with Lakheraj land lying thereunder containing about six (?) Cottas forming premises No. 12, Ikbalpore Road, Ward No. 24 in Ikbalpore Road, Thana Ikbalpore, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas bounded on the North by the land of Mir Abu and Ryoti land, on the East by Lane and after that premises No. 18, Ikbalpore Road, on the South by Ikbalpore Road and on the West by the house of Tularam Das together with Tatti, forest, small drain, passage and right of easement and all other rights which may in any way be attached or appertaining to the said Haveli or which may ordinarily be held along with it or which may be considered as comprised in or appertaining to the same.

20—Premises No. 18, Ikbalpore Road is one plot and piece of Lakheraj land in Ikbalpore Thana, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas containing about six Chittaks of land with a Pucca building of European style on it together with outer buildings and courtyard bounded on the North by the house of Tahriz Mulla tenant, now premises No. 19/1, Ikbalpore Road, on the West by

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land, on the North by the tank of Kanai Lal Rajak tenant *i. e.* premises No. 17, Ikbalpore Road, and on the South by Ikbalpore Road premises No. 18, Ikbalpore Road with dilapidated buildings, field, road, passage, Tatti, small drain and the right of easement and all other rights which may in any way be attached and appertaining to the said plot of land and premises or which are ordinarily held along with the same or which are considered as comprised therein.

Plaintiff's Exhibit.

Ext. 7—Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

21—Premises No. 1, Mominpore Road *i. e.* one plot and piece of Lakheraj land in Ikbalpore, Thana Ikbalpore, Sub-Registry Alipore, Pergana Magura, District 24-Perganas, containing about eight Cottas bounded on the North by Ikbalpore Road, on the East by a Takhta (plot) of eight Cottas on the South by the house of Tularam Das and on the West by Mominpore Road, Premises No. 1, Mominpore Road with field, Tatti, forest, small drain, road, passage and right of easement and all other rights which may in any way be attached and appertaining to the said plot and piece of land or which are ordinarily held along with the same or which are considered as comprised in or appertaining to the same.

22—Premises No. 36, Mominpore Road *i. e.* one Haveli and dwelling house with outer buildings, courtyards etc. appertaining thereto together with Mourasi Mokarari land lying thereunder and containing about one Bigha one Cotta one Chittak thirteen Gandas one Kak one Kranti of land on a portion of which the above building has been constructed premises No. 36, Mominpore Road, Ward No. 24 Ikbalpore, Thana Ikbalpore, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas, bounded on the North by the Ryoti land of Kanai Rajak, on the East by Mominpore Road, on the South partly by Ikbalpore Lane and partly by No. 35, Mominpore Road and on the West by the Ryoti land of Kanai Rajak with Tatti, small drain, road, passage, drain and right of easement and all other right which may in any way be attached or appertaining to the said Haveli and premises or which are ordinarily held along with the same or which are considered to be comprised in or appertaining to the same.

23—Premises No. 35, Mominpore Road *i. e.* one plot and piece of Lakheraj land in Ikbalpore, Thana Ikbalpore, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas, containing about ten Cottas ten Chittaks thirteen Gandas one Kara one Kranti of land bounded on the North by

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premises No. 36, Mominpore Road, on the East by Mominpore Road, on the South by Ikbalpore Lane and on the West by public drain and then land of Kanai Rajak, premises No. 35, Mominpore Road with field, tank, road, passage, Tatti, small drain and right of easement and all other rights which may in any way be attached or appertaining to the said plot of land and premises or which are ordinarily held along with the same or which are considered as adjoining or appertaining thereto.

24—Premises No. 7, Ikbalpore Lane *i. e.* one Haveli and dwelling house with outer building, courtyard etc. appertaining thereto and with Lakheraj land lying thereunder containing about twelve Cottas of land premises No. 7, Ikbalpore Lane, Ward No. 24 Ikbalpore, Thana Ikbalpore, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas, bounded on the North by the land of Safaruddin, on the East by No. 8, Ikbalpore Lane, on the South by Ikbalpore Lane and on the West by Pucca house of Ramzan, cloth-seller with Tatti, small drain, road, passage, Gutter and right of easement and all other rights which may in any way be attached or appertaining to the said Haveli and premises or which are ordinarily held along with the same or which are considered to be adjoining or appertaining thereto.

25—Premises No. 2, Ikbalpore Lane *i. e.* one plot and piece of Lakheraj Bromatter land in Ikbalpore, Thana Ikbalpore, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas, containing about fourteen Cottas of land bounded on the South by Ikbalpore Lane, on the East by Lane, on the West by premises No. 7, Ikbalpore Lane, on the North by Municipal drain and land of Golam Rahaman, tailor, premises No. 8, Ikbalpore Lane with tank, trees, field, road, passage, Tatti, small drain and the right of easement and all other rights which may in any way be attached or appertaining to the said plot and piece of land or which are ordinarily held along with the same or which are considered as adjoining or appertaining thereto.

26—Premises No. 28, Ram Kamal Mukherjee Street *i. e.* one plot and piece of Lakheraj Bazyapti (resumed) Mourasi Mokarari land in Ram Kamal Mukherjee Street, Kidderpore, Thana Watgunge, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas, containing about one Bigha sixteen Cottas and now one Bigha nineteen Cottas as per Map of

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Mr. Smart bounded on the North by Municipal drain and then Ram Kamal Mukherjee Street, on the East by the house (of ?) late Bhagwan Chunder Mukherjee, drain and dwelling house of Brindaban Chunder Nath Singha, Ryoti house of Bistu Chunder Das as also the Ryoti houses of the Mondals, on the South by the Ryoti house of Bistu Chunder Das, land of the Ghosals of Bhukailas and Ryoti house of Abdul Aziz known as premises No. 2, Pitambar Sircar Lane, on the West by the house and land of Abdul Aziz and Pitambar Sircar Lane, premises No. 28, Ram Kamal Mukherjee Street with field, road, passage, Tatti, small drain and right of easement and all other rights which may in any way be attached or appertaining to the said plot and piece of land or which are ordinarily held along with the same or which are considered as adjoining or appertaining thereto.

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27—Premises Nos. 14 and 14-1, Watgunge Street, *i. e*, one plot and piece of perpetually settled land holding No. 45 containing about four Bighas sixteen Cottas four Chittacks paying a yearly revenue of rupees sixteen annas ten and pies three fixed by Government Holding No. 7 containing about ten Cottas thirteen Chittaks twelve Gandas one Kara paying a yearly revenue of rupees four and annas five and pies six Khas Mahal Touzi No. 1370 known as Saheban Bagicha in Watgunge, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas all consisting of about five Bighas seven Cottas of perpetuity(?) settled land bounded on the South by Watgunge Street, on the North and West by the Kothi of China Saheb, on the East by the land of the Ghosal premises Nos. 14 and 41-1, (?) Watgunge Street with field, road, passage, Tatti, small drain and right of easement and all other rights which may in any way be appertaining to the said plot and piece of land or which are ordinarily held along with the same or which are considered as adjoining and appertaining thereto.

28—Premises No. 36, Watgunge Street, *i. e.*, one plot and piece of Mourasi Mokarari land Khas Mahal Touzi No. 1070 Saheban Bagicha in Watgunge Street, Thana Watgunge, Sub-Registry Alipore, Pergana Magura, District Twenty-Four Perganas containing about one Bigha four Cottas fifteen Chittaks twelve Gandas two Karas of land for which an annual rental of rupee one annas thirteen and pies six is paid into the Sircar of Ashutosh Deb and Koula Nath Deb and bounded on the North by Watgunge Street, on the South by the garden land of Tarapado Ghose and Debendra Nath Mukherji deceased, on the East by

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Plaintiff's Exhibit.

Ext. 7—Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

the land of Peary Mondal and others at present land of Tarapada Ghose and Debendra Nath Mukherjee deceased, on the West by the land of Jagat Kristo Haldar at present land of Sheikh Ismail deceased. Premises No. 36, Watgunge Street with field, road, passage Tatti, small drain and right of easement and all other rights which may in any way be attached or appertaining to the said plot of land or which are ordinarily held along with it or which are considered as adjoining or appertaining thereto.

29—One plot and piece of valid Niskar (rent free) land in Mouza Russo (?) Chandpore, Thana Sadar Tallygunge, Sub-Registry Alipore, District Twenty-Four Perganas containing fiive Bighas ten Chittaks of land bounded on the North by the Pucca road running upto Bara Mahal, on the West by Russopugla Road, on the South by the Pucca wall of Sahebzada Anwar Saheb deceased and at present of Nawab Sultan Alum Saheb, forming the property No. 32 of this deed—with field, road, passage, Tatti, small drain and easement right and all other rights which may in any way be attached or appertaining to the said plot of land or which are ordinarily held along with the same or which are considered as adjoining or appertaining thereto.

30—One plot and piece of Sidha Niskar or valid Lakheraj land in Chandpore Bara Mahal Thana Sadar Tallygunge, Sub-Registry Alipore, District Twenty-Four Perganas at first No. 189 then 233 Chandpore Bara Mahal, at present No. 308-1 containing about nineteen Cottas thirteen Chittaks with a Pucca two-storied house and godown and compound walls, standing on a portion thereof, bounded on the North by the land of Sahebzada Mahammad Shekoh and afterwards of Sahebzada Akbar Shekoh and a road running upto the Bara Mahal, on the West by the property No. 31, of this deed, on the South by the tank of Sahebzada Nasiruddin Hyder Saheb, on the East by the stable and mosque of Sahebzada Nasiruddin Hyder Saheb with field, road, passage, Tatti, drain, easement right and all other rights which in any way be attached or appertaining to the said plot of land—Haveli and house or which are ordinarily held along with the same or which are considered as adjoining or appertaining thereto.

31—One plot of Lakheraj land measuring six Cottas more or less in Metiaburuj close to burial ground of Hossainabad, Thana Kochikhola, Pargana Magura, Sub-Registry Alipore, District Twenty-Four Perganas bounded on the North by the said

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burial ground, on the South by Circular Garden Reach Road, on the West by the said burial ground and on the East by a Pucca wall.

Plaintiff's Exhibit.

Ext. 7—Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

32—Premises No. 28, Circular Garden Reach Road *i. e.* one plot and piece of Lakheraj land in Kidderpore, Thana Watgunge, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas Ward No. 24 measuring about two Bighas eight Cottas with one two-storied Pucca house, ou'er-house, godown, courtyard and compound walls, bounded on the North by Circular Garden Reach Road, on the East bv premises No. 27, Circular Garden Reach Road, on the West by land and on the South by Bhukailash land together with outer structure, courtyard, compound walls, Tatti, drain, gutter, water pipes, cisterns, easement right and all other rights which may in any way be attached or appertaining to the said Haveli and premises or which are ordinarily held along with the same or which are considered adjoining or appertaining thereto.

33—Premises No. 27, Circular Garden Rsach Road *i. e.* Pucca Haveli or dwelling house according to the European style with the piece of land on which the house has been constructed measuring about sixteen Cottahs more or less being premises No. 27, Circular Garden Reach Road. in the suburbs of Calcutta, Thana Ikbalpore, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas, Ward No. 24, bounded on the North by Circular Garden Reach Road, on the East by premises No. 26(?) Circular Garden Reach Road, on the South and West by premises No. 28, Circular Garden Reach Road.

34—Premises No. 11, Gurbari Lane *i. e.* one Haveli Ghur and Pucca dwelling-house with outer house courtyard etc. appertaining thereto together with the Lakheraj land lying thereunder measuring about two Bighas former premises Nos. 10 and 11, Gurbari Lane and now only No. 11, Gurbari Lane, Ward No. 25, known as Jamun Kothi situate in Kidderpore Gurbari Lane, Thana Watgunge, Sub-Registry Alipore, Pargana Magura, District Twenty Four Parganas and bounded on the North by the land of Nabu Christiani deceased, on the East by the Ryoti houses of Raghu Nath Mukherjee, on the South by the Ryoti house of Mohi Lal Banerjee and others and on the West by Gurbari Lane together with Tatti, drain, passage, road, gutter, easement right and all other rights which may in any way be attached or appertaining to the said Haveli and premises or

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which are ordinarily held along with the same or which are considered as adjoining or appertaining thereto.

Plaintiff's Exhibit.

Ext. 7—Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

35—Premises No. 60, Ballygunge Circular Road *i. e.* one plot and piece of Lakheraj cantonment land holding No. 61-L Sub-Division IV, Division Panchannagram situate in Ballygunge Thana Ballygunge, Sub-Registry Alipore, District Twenty-Four Parganas measuring about six Bighas thirteen Cottas fourteen Chittaks with one Pucca two-storied house standing on a portion thereof and bounded on the North and West by the Cantonment land, on the East by the Government Cantonment land and premises No. 29, Ballygunge Circular Road, and on the South by Ballygunge Circular Road being former premises No. 5, and now premises No. 6(?) Ballygunge Circular Road with field, Tatti, drain, right of passage, easement right and all rights which may in any way be attached or appertaining to the said plot of land Haveli and house or which are ordinarily held along with the same or which are considered as adjoining or appertaining thereto.

36—One brick and mud-built house with the land situate at Mohalla Golagunj, Lucknow City measuring about four Cottas more or less, bounded on the North house of Nadir Saheb, South house of Karim Shah, West Municipal Lane, East house of Daroga Hossain.

37—One brick and mud-built house with land situate at Mohalla Mansoor Nager, Lucknow City about six Cottas land, North land and garden of Kashiria, East Topawalla's Lane.

38—One plot of garden with land situate at Kalaphar Lucknow City about one hundred and five Bighas ten Cottas Nos. 16 to 1-415 known as Dagphotta Bag near Kalaphar, Mouza Dhawan, Pargana and Tahsil Lucknow, Thana Sa-adatgunj, Sub-Registry Lucknow, District Lucknow bounded on the North, Mama Mouza land of Babu Sri Ram, East, West and South, land of Mothi and land of Pasi Mach Jute.

39—Premises Nos. 55/1, and 55/1/1, Diamond Harbour Road that is one-storied brick-built godown, tiled hut and Golpatta hut, with lands or land appertaining about twelve Cottas thirteen Chittaks of Niskar Brahmattar tank-filled up land or lands on a part whereof the said premises house and godown are erected

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or built Nos. 55/1 and 55/1/1, Diamond Harbour Road, Ward No. 24 situate at Barasat Road, better known as Mominpore, Thana Ekbalpore, Sub-Registry Alipore, Pargana Magura, District Twenty-Four Parganas bounded by and adjoining on the North lands of Bhukailash Ghosal Estate, Bholanath Shaha's and Pran Krishna Ghoshe's Mourasi Mokarari land and godown, South tenanted land of Bamasundari Debi and the tiled hut thereon, West land of Jewlal Chamar, at present land of Hiru Mistri, East Diamond Harbour Road with compound walls, fence, drain, pathway, passage, sewer, right, title and interest, right of easement of every kind which appertain to or are in any way connected with the said house and premises or ordinarily held and possessed therewith or reckoned as appertaining to or connected with the same.

Plaintiff's Exhibit.

Ext. 7— Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day month and year first above written.

T. I. Zinnat Ara Zainab Begum *alias* Juhi Begum

Her X Mark

(Seal)

By the pen of

G. C. De.

Explained by me to Juhi Begum.

G. C. De.

(Seal)

Sd. in Urdu.

Signed, sealed and delivered

By Zinnat Ara Jainab Begum *alias* Juhi Begum at No. 132 Lower Chitpore Road, Calcutta in the presence of :—

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Plaintiff's Exhibit.

Ext. 7— Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

G. C. De,

Solicitor, Calcutta.

P. L. Mitter,

Solicitor.

Zinnat Ara Zainab Begum.

Identified by me.

Amjad Ali Khan.

11 Ranglal St., Kidderpore.

Signed, sealed and delivered by Mahmuda Bibi at No. 8/1 Amratola Lane, Calcutta in the presence of

G. C. De,

Solicitor,

Calcutta.

P. L. Mitter,

Solicitor.

Mahmuda Bibi.

Identified by me

Yacoob Md. Kharwa.

Explained by me

to Mahmuda Bibi

P. L. Mitter.

Sec. 32 Case No. 70 of 1930-31

Certified that the full stamp duty chargeable on this instrument under the Indian Stamp Act III of 1922 amounting to Rs. (1061-6) Rupees one thousand and sixty-one and annas six only has been paid and credited to Government this day under Challan No. 152.

Calcutta Collectorate,

The 25th February, 1931.

Ji ... Rs. 20

Jii ... Rs. 3

23/-

S. Sen,

Collector of Stamp Revenue.

Fees paid

Rs. A. P.

... 64 0 0

A

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Plaintiff's Exhibit.

Ext. 7—Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

		Rs.	A.	P.
I	...	20	0	0
MO	...	40	0	0
N	...	14	0	0
		138	0	0
Ki	...	5	0	0
Rs.	...	143	0	0
Kii	...	3	0	0

Admissible under Rule 21 correctly stamped as certified by the Collector of Stamps, Calcutta.

	Rs.	A.	P.
Stamp duty paid under the Stamp Act ...	457	8	0
Additional duty paid under the Calcutta Improvement Act.	603	12	0
Paid in excess	0	2	0
	1,061	6	0

A. Majid,
Registrar of Assurances,
Calcutta.
25-2-31.

Presented for registration at 5 P. M. on the 25th day of February, 1931

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

Digitized by eGangotri and Sarayu Trust. Funding by of-IKS

Plaintiff's Exhibit.

Ext. 7—Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

at her residence by Zinnat Ara Jainab Begum *alias* Juhi Begum the executant.

Zinnat Ara Zainab Begum
alias Juhi Begum
By the pen of
Amjad Ali Khan.

A. Majid,
Registrar of Assurances, Calcutta.
25-2-31.

Execution is admitted by the above Zinnat Ara Zainab Begum *alias* Juhi Begum, wife of Nawab Sayed Mahammad Hashem Ali Khan of No. 11 Rungolal St., Kidderpore, at present 132 Lower Chitpore Road, Calcutta, Shia Mahomedan, land-holder who is identified by Amjad Ali Khan, son of Nawab Mahammad Ali Khan of No. 11 Rungalal Street, Kidderpore, Mahomedan, land-holder.

T. I. 48c

A. Majid,
Registrar of Assurances, Calcutta.

Zinnat Ara Zainab Begum
alias Juhi Begum
By the pen of
Amjad Ali Khan.

25-2-31.

Amjad Ali Khan, son of Nawab Md. Ali Khan,
11 Rangalal St., Kidderpore, L. H.

Having visited the residence of Mahmuda Bibi, wife of Golam Hossain Orajee at 8/1 Amratola Lane, Calcutta, by caste Mahomedan, by profession land-holder, I have this day examined the said Mahmuda Bibi who has been identified to my satisfaction by Hashim Mahmood Salehjee, son of Mahmud Musajee Sajehjee, resident of 18 Amratola Lane, Calcutta, by caste Mahomedan, by profession merchant and the said Mahmuda Bibi admitted the execution of this document.

T. I. (Sig. in Urdu).
49
Hashim Mahmood Salehjee,
son of Mahmood Musaji Salejhi,
18 Amratala Lane,
Merchant.

Abdul Majid,
Registrar of Assurances,
Calcutta.
25-2-31.

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Registered in

Book No. ... 1

Volume No. ... 3

Pages ... 262 to 287

Being No. ... 599

For the year ... 1931

Ext. 7.

T. S. 1 and 2 of 1934

on behalf of plaintiffs

on 25-3-35.

N. B.,

3rd Addl. S. J.

Plaintiff's Exhibit.

Ext. 7— Registered conveyance executed by Zinnat Ara Zainab Begum *alias* Juhi Begum in favour of Mahmuda Bibi, dated the 17th February, 1931.

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CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. 21—Postal acknowledgment for a registered insured parcel addressed to Nawab Zinat Ara Zainab Begum alias *Juhi Begum.*

On Postal Service.

Plaintiff's Exhibit.

Ext. 21—Postal acknowledgment for a registered insured parcel addressed to Nawab Zinat Ara Zainab Begum *alias* Juhi Begum, dated the 9th March, 1931.

Sender's Name and address } Mahmooda Bibi, 8/1 Amratalla Lane, Calcutta.

Name stamp of office of posting. —— Tiretta-Bazar. Calcutta.

Acknowledgment.

(To be returned to office of postage for delivery to sender).

Received a registered Ins. No. 42

addressed to (name) Nawab Zinat Ara Zainab Begum.
c/o Nawab Aboonne Aga Shariff at Sandila, Dist. Hardoar.

Insured for Rs.—Rupees hundred only.

Weighing—Received an insured parcel.

Signature—Nawab Zinat Ara Zainab Begum *alias* Juhi Begum.

By the pen of (Illegible).

Date of delivery—9th March, 1931.

Ext. 21 (S. O.)

T. S. 1 and 2 of 1934
for plaintiff No. 2
on 8-4-35.

N. B.,
3rd Addl. S. J.

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Ext. J(7)—Seal mark of the Political Pension Office on the letter from Juhi Begum to the Collector and Superintendent of Political Pensions, 24-Perganas. (Certified copy).

Defendants' Exhibit.

Ext. J(7)—Seal mark of the Political Pension Office on the letter from Juhi Begum to the Collector and Superintendent of Political Pensions, 24-Parganas, dated the 20th March, 1931. (Certified copy).

Political Pension Office.

Collection No. 10

File No. 2 of 30/31

Serial No. 55.

Date of receipt—23-3-31.

Register No. 600.

From

Nawab Zinnat Ara Zainab Begum *alias* Juhi Begum,

11, Rangalal Street, Kidderpore.

To

The Collector of 24-Parganas and

The Superintendent of Political Pensions, Alipur.

Sir,

I beg to inform you that I have returned to premises No. 11, Rangalal Street, Kidderpur after a long absence on the 16th instant at 4 P. M.

I have recently been informed by my agent that my monthly political pension has been held up as my whereabouts are not known to you and that you have been pleased to pass an order for my personal appearance before payment of my pension.

But as I have been suffering from some chronic diseases I am not in a position to appear personally, moreover I have a great desire to make some statement or declaration with respect to my affairs.

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Defendants' Exhibit.

Ext. J(7)—Seal mark of the Political Pension Office on the letter from Juhi Begum to the Collector and Superintendent of Political Pensions, 24-Parganas, dated the 20th March, 1931. (Certified copy).

Under the circumstances I firmly hope that you would be so good as to help me in this critical moment and arrange to send an authorised officer to do the needful at an early date.

Dated the 20th March 1931.

I have the honour to be,
Sir,
Your most obedient servant,
(Finger mark).

Ext. J(7) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 25-4-35.

Sd. N. Banerjee,

3rd Addl. S. J.,

(Certified to be a true copy etc.).

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Ext. J(2)—Letter from the Collector of the 24-Parganas and Superintendent of Political Pensions to Shahanshah Bukhat Israil Ali Mirza Bahadur.

No. 470.

Defendants' Exhibit.

Ext. J(2)—Letter from the Collector of the 24-Perganas and Superintendent of Political Pensions to Shahansha Bukhat Israil Ali Mirza Bahadur, dated the 26th March, 1931.

From

Collector of the 24-Parganas
And
Superintendent of Political Pensions,

To

Shahanshah Bukht Israil Ali Mirza Bahadur,
47, Ramnagore Lane, Garden Reach.

Dated, Alipore, the 26th March 1931.

Sir,

I have the honour to refer you to this office Memo No. 438 dated the 27th February 1931 forwarding copy of a letter from the Wasika Officer, Lucknow on the subject of commutation of the Wasika enjoyed by Nawab Zinat Ara Zainab *alias* Juhi Begum and to your reply thereto dated the 5th March 1931 and to inform you that the lady resides at 11, Rangalal Street, Kidderpore. I would, therefore, request you to be so good as to make the enquiry and to submit your report at an early date.

I enclose herewith copy of a letter dated 20-3-31 from Zinat Ara Zainab Begum and to request you to be good enough to take down her statement in her own language referred to in her application and to forward the same with your report.

I have the honour to be,
Sir,
Your most obedient servant,
(Illegible)
for Collector of the 24-Parganas and
Superintendent of Political Pensions.

Ext. J (2) (S. O.)
T. S. 1 and 2 of 1934
for defendants 3 and 4
on 24-4-35.
N. Banerji,
3rd A. S. Judge.

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Ext. J(3)—Certified copy of letter from Shahanshah Bakht Israil Ali Mirza Bahadur to the Collector and Superintendent of Political Pensions, 24-Parganas.

Grandson of H. L. M. The King of Oudh.

(Superintendent of Political Pensions. 2nd April, 1931. Alipore.)

Garden Reach, Calcutta.

Defendants' Exhibit.

Ext. J(3)—Certified copy of letter from Shahanshah Bakht Israil Ali Mirza Bahadur to the Collector, and Superintendent of Political Pensions, 24-Parganas, dated the 2nd April, 1931.

Political Pension Office.

Collection No. 10.

File No. 2 of 31/32.

Serial No. 57.

Date of receipt—2-4-31.

Register No. 5.

From

Shahanshah Bukht Israil Ali Mirza Bahadur,

47, Ramnogore Lane, Garden Reach,

To

The Collector of the 24-Parganas,

and

Superintendent of Political Pensions, Alipore.

Dear Sir,

With reference to your letter No. 470 of the 26th March, 1931, directing me to make inquiries regarding the commutation of the Wasika enjoyed by Nawab Zinat Ara Zainah Begum *alias* Juhi Begum and also to take down the statement of the said lady in her own language as requested by her in her application of the 20th March, 1931, a copy of which was forwarded by you along with your letter under reply, I beg to state that I went to premises No. 11, Ranglal Street on the 31st March 1931 where I found the said lady who stated in the course of enquiry that she came to reside there on the

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Defendants' Exhibit.

Ext. J(3) — Certified copy of letter from Shahanshah Bakht Israil Ali Mirza Bahadur to the Collector, and Superintendent of Political Pensions, 24-Parganas, dated the 2nd April, 1931.

16th March, 1931 and made a long statement which I recorded in her own language and took her thumb impression on the same. The said statement will speak for itself and so far as the subject of commutation of the Wasika is concerned she denied all knowledge of it adding at the same time that she never directed her Mukhtear to sell the same and that whatever the Mukhtear might have been doing, it must be of his own initiative.

The original statement of Nawab Zinat Ara Zainab Begum *alias* Juhi Begum in Urdu language with her thumb impression at the bottom of the paper, covering three pages is sent herewith enclosed as desired.

I have the honour to be,
Sir,
Your most obedient servant,

Dated
The 2nd April,
1931.

Sd. Shahanshah Bukht Israil Ali Mirza.

(Certified to be a true copy, etc.).

Ext. J(3).

(Original proved).

T. S. 1 & 2 of 1934

for defendants 3 & 4

on 24-4-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. M—Certified copy of statement of Nawab Zinnat Arah Begum alias Juhi Begum.

The talk that took place between myself and Zinnat Arah Begum *alias* Juhi Begum is recorded by me in her own language as ordered :—

Defendants' Exhibit.

Ext. M—Certified copy of statement of Nawab Zinat Arah Begum *alias* Juhi Begum, dated the 2nd April, 1931.

Juhi Begum—Brother Tasleem.

I—May you remain alive. How are you.

Juhi Begum—Brother, see (showing her hands) this is my condition. My brother, may God keep you safe; please effect reconciliation between me and Babba (that is, Mirza Syeed Bahadur).

I—All right, I will try; but at this time I have come to you on a business.

Juhi Begum—On what business? What can I do?

I—Sister, answer me after you have heard the whole matter. That is not my personal business; but the Collector, in accordance with your desire, has sent me to you so that you may state whatever you want to state, and I may forward your statement in writing to the Collector.

Juhi Begum—All right brother, listen but do not hurry over it as I am very ill.

I—All right, state there is no hurry pausing and taking as long as you please.

Juhi Begum—Brother will you excuse me for this trouble?

I—Sister, talk of the business in question. What is the use of wasting time?

Juhi Begum—(Pausing for 2 minutes and in a plaintive tone) all right, then listen. Then Laddan Aga and Munne Aga (may God annihilate them) who are both my nephews, together with Wazir, Hashem Saleji, Mahamad Taqi and Hashem Ali Khan—all these people have completely ruined me.

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Defendants' Exhibit.

Ext. M—
Certified copy of statement of Nawab Zinat Arah Begum alias Juhi Begum, dated the 2nd April, 1931.

Ah! they took away my property and even made attempts on my life. Brother, their hostility towards me was such as is not evinced even by one's worst enemy. You see, a year and a half or a year and three quarters ago, Laddan Aga and Wazir Ali told me that if I went to Hashem Saleji's house they would make him pay my money. I thought it must be the truth and I went to Hashem Saleji's house. There his wife and daughters talked in such a way that I believed in them. They took me to Lucknow and Bara Banki and giving me yarns and practising fraud on me on several occasions at Calcutta, Lucknow and Bara Banki and on the pretext of some work Laddan Aga, Munne Aga, Wazir Ali and Hashem Saleji, obtained my thumb impressions, on several blank papers. Yes, I remember one day Hashem Saleji sent sweetmeats to me and Wazir Ali persuaded me to take it. From that very day I became ill. I well remember it was Tuesday. God knows what it contained; that since then my condition has been getting worse day by day. During this one and half year or a year and three quarters, they always keep me on the move, sometime they took me to Lucknow, sometime to Bara Banki, sometime to Sandilla and sometime to Calcutta, they never allowed me to rest in one place. Time out of number I desired to meet my brother or any other relatives.————————Well brother, now I am exhausted if you allow I might pause for sometime.

I—Yes, yes, do pause.

Juhi Begum—(After pausing for 5 minutes) yes, what was I saying? How far did I state?

I—Get a glimpse of my relatives.

Juhi Begum—But it was impossible to get an opportunity of seeing them. All of them used to say that the Bara Saheb had issued a Warrant against me and that I would be arrested if I went there and that God knows what calamity might befall us. Thus by frightening and threatening me they have kept me in their confinement and at no place allowed me to meet any of my relatives. When they kept me at Lucknow and Sandilla, the wives of Laddan Aga and Munne Aga kept me surrounded. At Calcutta Khadija Bibi and Hanifa Bibi kept constant watch over me. Oh! brother, God is my witness, I

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was absolutely a prisoner. You yourself tell me what I, being a female living in Purdah and then illiterate, could do at that time. God knows what will be their condition when these people die. Say brother, what could I, being an illiterate woman, understand about cases and litigations. However, brother, when my illness went on increasing day by day and I reached this stage, these people began harassing me daily in every way and ultimately left me after bringing me to this condition. I said myself that Babba (*i. e.* Syed Ali Mirza Bahadur, she calls her brother Babba) might give me any punishment he likes, he might kill me or allow me to live; now I would only go there and there was no other alternative either. I came here on the 16th of this very month. I sent words to my brother seeking an interview, but he is very angry with me and does not want to meet me. My brother! you somehow or other bring round my brother and effect reconciliation. I will remain grateful to you for the whole of my life. May God keep you alive till doomsday.

Defendants' Exhibit.

Ext. M—Certified copy of statement of Nawab Zinat Arah Begum *alias* Juhi Begum, dated the 2nd April, 1931.

I—Very well sister. I will try (hearing her plaintive voice), you don't cry. I promise to you I will try and I hope by the grace of God he will agree. Is that all or you have to state anything further?

Juhi Begum—(Heaving a sigh) yes brother, there is still a lot to tell. Listen brother, you are being put to great inconvenience on my account. Excuse me for that. Take these betel leaves. Yes, I forgot what I was saying.

I—Recall it to memory and say.

Juhi Begum—On arriving here I learnt that Laddan Aga, Munne Aga, Wazir Ali, Hashem Saleji and Mahammad Taqi had instituted certain proceedings in the Court in my name that had caused me loss and there is fear of further loss to me in future. Yes, it has also reached my ears that these people have brought cases against my brother and even against the Wakf Estate of my father. I have not the least knowledge of these things. Well brother, you tell me how were these cases instituted when I never asked any attorney or pleader or these people to bring it about. Brother, I am tired. Just wait a minute (pausing for 3 minutes) I have

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Defendants' Exhibit.

Ext. M—Certified copy of statement of Nawab Zinat Arab Begum *alias* Juhi Begum, dated the 2nd April, 1931.

no knowledge of any proceedings. They did whatever has been done, either in any Court or elsewhere and I did not do anything. Brother, you tell the Collector Saheb on my behalf.

I—No, No, I won't tell, I will write,

Juhi Begum—All right brother, write that up to the present moment during this one year and a half or a year and three quarters whatever proceedings have been instituted in my name. I have absolutely no knowledge of these and I do not know anything about them. And I want and it is my desire that the Collector Saheb through some one whether he be a Vakil or any other officer may have all these facts thoroughly investigated and thereafter take such steps as would save me from ruin and destruction and give these hellish cheats who proved hostile to my life and property in the garb of a friend, such exemplary punishment that they remember it. And if at the present moment there be any case standing in my name it might be withdrawn. Whatever money will be spent on this, I am ready to pay it from my pension. I have only heard it to-day that the Government has given over my share of the Jaigir to my brother. Well, if this was the wish of the Government I also have no objections to it. I want that these people, Laddan Aga, Munne Aga, Seikh Wazir Ali and Mahammad Taqi who call themselves my attorneys and so styling themselves work in my name contrary to my wishes, their powers of attorney may be snatched away from them. I dismiss all these deceitful persons, so that they may not cause any loss in future.

I—Sister! Have you anything more to-say?

Juhi Begum—No, brother, I have said all I had to-say.

I—All right sister, I want to ask you something, please reply to that.

Question—Do you want to sell off your Wasika of 5-8-11 that you get from Lucknow and have you ordered your attorney Mahammad Taqi to sell it?

Juhi Begum—No brother, by Janab Amir, I have given no order regarding the sale of the allowance nor have I taken any proceedings

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to that effect. All these are the fraudulent activities of my attorney, and this must be his act. Write that my Wasika may on no account be sold off. Finis.

Defendants Exhibit.

Ext. M— Certified copy of statement of Nawab Zinat Arah Begum *alias* Juhi Begum, dated the 2nd April, 1931.

(Thumb Impression.)

Sd. S. Mirza.

2-4-31.

(Certified to be a true copy etc.)

Ext. M(S.O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 24-4-35.

(Original proved).

N. B.,

3rd Addl. S. Judge.

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Ext. M(1)—True translation of the Urdu statement of Nawab Zinnat Ara Zainab Begum alias *Juhi Begum.*

Defendants' Exhibit.

Ext. M(1)—True translation of the Urdu statement of Nawab Zinat Ara Zainab Begum *alias* Juhi Begum, dated the 2nd April, 1931.

True translation of the Urdu statement of Nawab Zinat Ara Zainab Begum *alias* Juhi Begum, dated 2nd April, 1931.

The talk that took place between myself and Zinnat Ara Zainab Begum *alias* Juhi Begum is recorded by me in her own language as ordered :—

Juhi Begum—Brother Tasleem.

I—May you remain alive. How are you ?

Juhi Begum—Brother, see (showing her hands) this is my condition. My brother, may God keep you safe; please effect a reconciliation between me and Babba (Babba *i.e.* Mirza Syeed Bahadur).

I—All right, I will try ; but at this moment I have come to you on a business.

Juhi Begum—On what business ? What can I do ?

I—Sister, answer me after listening the whole talk. That business is not my own. But the Collector, in accordance with your desire, has sent me to you, so that you may state whatever you want to state and I may forward your statement in writing to the Collector.

Juhi Begum—All right brother, listen but do not hurry over it as I am very ill.

I—All right, state pausing and taking as long as you please.

Juhi Begum—Brother you will excuse me for this trouble.

I—Sister, talk of the business in question. What is the use of wasting time ?

Juhi Begum—(Pausing for 2 minutes and in a plaintive tone) all right, then listen. These people Laddan Aga and Munne Aga (may God annihilate them) are both my nephews; they together with Wazir, Hashem Saleji, Mahamad Taqi and Hashem Ali Khan have completely ruined me.

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Defendants' Exhibit.

Ext. M(1)—True translation of the Urdu statement of Nawab Zinat Ara Zainab Begum *alias* Juhi Begum, dated the 2nd April, 1931.

Ah! they took away my property and even made attempt on my life; brother, their hostility towards me was such as is not evinced even by one's worst enemy. You see, a year and a half or a year and three quarters ago Laddan Aga and Wazir Ali told me that if I went to Hashem Saleji's house they would make him pay me my money. I thought it must be the truth and I went to Hashem Saleji's house. There his wife and daughters talked in such a way that I believed in them. They took me to Lucknow and Bara Banki and giving me yarns and practising fraud on me on several occasions at Calcutta, Lucknow and Bara Banki on the pretext of work Laddan Aga, Munne Aga, Wazir Ali and Hashem Saleji obtained my thumb impressions on several blank papers. Yes, I remember, one day Hashem Saleji sent sweetmeats to me and Wazir Ali persuaded me to eat it. From that very day I became ill. I well remember it was Tuesday. God knows what it contained; that since then my condition has been getting worse day by day. During this one year and a half or a year and three quarters, they always kept me on the move, sometimes it was Lucknow, sometimes Bara Banki, sometimes Sandilla and sometimes Calcutta. They never allowed me to rest in one place. Times out of number I desired to meet my brother or any other relatives.——————Well brother, now I am exhausted if you allow I might pause for sometime.

I—Yes, yes, do pause.

Juhi Begum—(After pausing for 5 minutes) yes, what was I saying? How far did I state?

I—Get a glimpse of my relatives.

Juhi Begum—But it was impossible to get an opportunity of seeing them. All of them used to say that the Bara Saheb had issued a warrant against my name and that I would be arrested if I went there and that God knows what calamity might befall us. Thus by frightening and threatening me they kept me in their confinement and at no place allowed me to meet any of my relatives. When they kept me at Lucknow and Sandilla, the wives of Laddan Aga and Munne Aga kept me surrounded. At Calcutta, Khadija Bibi and Hanifa Bibi were present over my head. Oh! brother, God is my witness, I

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was absolutely a prisoner. You yourself tell me what a female living in Purdah, and then illiterate could do. God knows what will be their condition when these people die. Say brother, what could, I am illiterate woman, understand about cases and litigations. However, brother, when my illness went on increasing day by day and I reached this stage, these people began harassing me daily in every way and ultimately left me after bringing me to this condition. I said to myself that Babba (*i. e.* Syed Ali Bahadur. She calls her brother Babba) might give me any punishment he likes, he might kill me or allow me to live. Now I would only go there and there was no alternative but that. I came here on the 16th of this very month. I sent words to my brother seeking an interview, but he is very angry with me and does not want to meet me. My brother, you somehow or other bring round my brother and effect reconciliation. I will remain grateful to you for the whole of my life. May God keep you alive till doomsday.

Defendants' Exhibit.

Ext. M(1)—True translation of the Urdu statement of Nawab Zinat Ara Zainab Begum *alias* Juhi Begum, dated the 2nd April, 1931.

I—Very well sister. I will try (hearing her plaintive voice) you don't cry. I promise to you I will try and I hope by the grace of God, he will agree. Is that all or you have to state anything further?

Juhi Begum—(Heaving a sigh) yes brother, there is still a lot to tell. Listen brother, you are being put to great inconvenience on my account. Excuse me for that. Take these betel leaves. Yes, I forgot what I was saying.

I—Recall it to memory and say.

Juhi Begum—On arriving here I learnt that Laddan Aga, Munne Aga, Wazir Ali, Hashem Saleji and Mahammad Taqi had instituted certain proceedings in the Court in my name that had caused me loss, and there is fear of further loss to me in future. Yes, it has also reached my ears that these people have brought cases against my brother and even against the Wakf Estate of my father. I have not the least knowledge of these things. Well brother, you tell me how these cases were instituted when I never asked any attorney or pleader or these people to bring the same. Brother, I am tired. Just wait a little (pausing for 3 minutes) I have

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Defendants' Exhibit.

Ext. M(1)—True translation of the Urdu statement of Nawab Zinat Ara Zainab Begum *alias* Juhi Begum, dated the 2nd April, 1931.

no knowledge of any proceedings. They did whatever has been done, and in whichever Court it has been done. I did not do anything. Brother, you tell the Collector Saheb on my behalf.

I—No, no, I won't tell, I will write.

Juhi Begum—All right brother, write that up to the present moment during this one year and a half or a year and three quarters whatever proceedings have been instituted in my name. I have absolutely no knowledge of them and I do not know anything about them. And I want and it is my desire that the Collector Saheb through some one whether he be a Vakil or any other officer, may have all these facts thoroughly investigated and thereafter take such steps as would save me from ruin and destruction and give those hellish cheats who proved hostile to my life and property in the garb of a friend, such exemplary punishment that they may remember it. And if at the present moment there be any case standing in my name it might be withdrawn. Whatever money is spent on this, I am ready to pay it from my pension. I have only heard it to-day that the Government has given over my share of the Jaigir to my brother. Well, this was the wish of the Government and I also have no objections to it. I want that these people, Laddan Aga, Munne Aga, Seikh Wazir Ali and Mahammad Taqi who call themselves my attorneys and so styling themselves work in my name contrary to my wishes, their powers of attorney may be snatched away from them. I dismiss all these deceitful persons, so that they may not cause any loss in future.

I—Sister! Have you anything more to say?

Juhi Begum—No brother, I have said all I had to-say.

I—All right sister, I want to ask you something.

Question—Do you want to sell off your Wasika of Rs. 5-8-11 that you get from Lucknow and have ordered your attorney Mahammad Taqi to sell it?

Juhi Begum—No brother, by Janab Amir, I have given no order regarding the sale of the Wasika nor have I taken any proceedings

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to that effect. All these are the fraudulent activities of my attorney, and this must be his act. Write that my Wasika may on no account be sold off. Finis.

Translation revised by me and found correct.

Md. Ali.

14-5-35.

Ext. M(1).

T. S. 1 and 2 of 1934

for defendants Nos. 3 and 4

on 14-5-35.

N. B.,

3rd Addl. S. J.

Defendants' Exhibit.

Ext. M(1)— True translation of the Urdu statement of Nawab Zinat Ara Zainab Begum alias Juhi Begum, dated the 2nd April, 1931.

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Ext. 5—Receipt for a copy of petition granted by Mr. B. N. Ghose, pleader for the plaintiff in Partition Suit No. 17 of 1931 of the 3rd Court of the Subordinate Judge, 24-Perganas.

Received copy of the petition made by Sm. Mahammada Bibi in Partition Suit No. 17 of 1931 of 3rd Sub-Judge's Court, Alipore.

B. N. Ghosh,

Pleader for plaintiff in the above suit.

8-4-31.

3rd Addl. Sub-Judge.

T. S. Nos. 1 and 2 of 1934.

Filed by plaintiff in T. S. No. 2 of 1934.

Exhibit 5.

N. B.

Sub-Judge.

23-3-35.

Plaintiff's Exhibit.

Ext. 5—Receipt for a copy of petition granted by Mr. B. N. Ghose, pleader for the plaintiff in Partition Suit No. 17 of 1931 of the 3rd Court of the Subordinate Judge, 24-Perganas, dated the 8th April, 1931.

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Ext. 5(a)—Receipt for a copy of pelition in Tille Suit No. 17 of 1931 of the 3rd Court of the Subordinaie Judge, 24-Perganas.

Received copy of a petition, dated 6th April, 1931 under Order 1, Rule 10 C. P. C. in Title Suit No. 17 of 1931, III Sub-Judge's Court.

Syed Ibne Imam,

Pleader.

8-4-31.

Ext. 5(a) (on admission).

T. S. 1 and 2 of 1934.

On behalf of plaintiff No. 2

on 2nd April, 1935.

N. B.

3rd Addl. Sub-Judge.

Plaintiff's Exhibit.

Ext. 5(a)—Receipt for a copy of petition in Title Suit No. 17 of 1931 of the 3rd Court of the Subordinate Judge, 24-Perganas, dated the 8th April, 1931.

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Ext. J(8)—Note of S. G. Mohiuddin on the letter from Nawab Zinat Ara Zainab Begum alias *Juhi Begum, to the Collector and Superintendentof Political Pensions, 24-Perganas. (Certified copy).*

Defendants' Exhibit.

Ext. J(8)—Note of S. G. Mohiuddin on the letter from Nawab Zinat Ara Zainab Begum *alias* Juhi Begum to the Collector and Superintendent of Political Pensions, 24-Perganas, dated the 16th April, 1931. (Certified copy).

E 1162.

Supdt. of Political Pensions.

11th April, 1931, Alipur.

Filed 24-4-35.

Political Pension Office.

Collection No. 10.

File No. 2 of 31/32.

Serial No. 65.

Date of receipt—11-4-31.

Register No. 22.

Nawab Zinat Ara Zaynab Begum *alias* Juhi Begum,

11, Rangalal Street, Kidderpur.

To

The Collector of 24-Parganas and

The Superintendent of Political Pensions, Alipore.

Sir,

I beg permission to approach once again with respect to the statements made by me before my cousin Shahan Shah Bakht Israil Ali Mirza Bahadur who recorded the same and took my thumb-impression over it and to request you to be good enough to take steps as suggested by me at the earliest possible opportunity as I am declining fast in health on account of my illness.

I beg further to submit that my affairs may be entrusted in some responsible hand and a reliable pleader may be appointed to take necessary steps for saving me from the machinations of those who did all that they could to ruin me by defrauding me.

I have the honour to be,
Sir,
Your most obedient servant,
(Finger mark.)

Dated, Kidderpur,
The 9th April, 1931.

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Defendants' Exhibit.

Ext. J(8)—Note of S. G. Mohiuddin on the letter from Nawab Zinat Ara Zainab Begum *alias* Juhi Begum to the Collector and Superintendent of Political Pensions, 24-Parganas, dated the 16th April, 1931. (Certified copy).

[The lady has made several statements to Shahansah Bukht Israil Ali Mirza when he went to her to make inquiry about commutation of her Wasika. Her main prayer is for reconciliation with her brother Mirza Syed Ali Bahadur for protection against intriguing persons and for withdrawal of all cases pending in the Civil Courts. As regards her first prayer we may ask Mirza Sayed Ali Bahadur to make compromise with her in view of the facts that she has at last taken his protection. As for other matters we can not help her. She may engage reliable pleader to do these for her.

S. G. Mahiuddin.

16-4-31.

Ext. J(8) (S. O.)

T. S. Nos. 1 and 2 of 1934 for defendants 3 and 4

on 25-4-35.

Sd. N. Banerjee, 3rd Addl. Sub-Judge.]

(Certified to be a true copy, etc.)

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Ext. J(9)—Order of Mr. W. Islam, Deputy Collector in charge of Political Pensions. (Certified copy.)

Send copy of the statement to Mirza Saied Ali Bahadur with the request to interview his sister and come to an amicable settlement with her.

Defendants' Exhibit.

Ext. J(9)—Order of Mr. W. Islam, Deputy Collector in charge of Political Pensions, dated the 16th April, 1931. (Certified copy).

Reply to Juhi Begum that her brother has been asked to resume amicable relations with her. We are unable to engage any pleader on her behalf but she may take the assistance of her brother or Shahenshah Mirza Bahadur in this direction.

Sd. W. Islam.

16-4-31.

Ext. J(9) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 25-4-35.

Sd. N. Banerjee,

3rd Addl. S. Judge.

(Certified to be a true copy etc.)

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Ext. 8—Affidavit of Mr. Ganesh Chandra De in Title Suit No. 17 of 1931 of the 3rd Court of the Subordinate Judge, 24-Parganas.

In the Third Court of the Subordinate Judge of Alipore.

District 24-Parganas.

Title Suit No. 17 of 1931.

Plaintiff's Exhibit.

Ext. 8—Affidavit of Ganesh Chandra De in Title Suit No. 17 of 1931 of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 23rd November, 1931.

Sm. Mahamuda Bibi ... ... *Applicant.*

Affidavit.

I, Ganesh Chandra De, son of late Chandi Charan De, by caste Kayastha, by occupation Solicitor aged 59 years of No. 3, Hastings Street, Calcutta, do hereby solemnly declare :—

1. That I know of the conveyance executed by Zinnat Ara Zainub Begum *alias* Juhi Begum, daughter of Prince Kamar Kader Mirza Mohammad Abed Ali Bahadoor in favour of Mahamuda Bibi of 8/1 Amratola Lane, Calcutta. This is true to my knowledge.

2. That I acted on behalf of Juhi Begum in the said transaction as her Solicitor. This is true to my knowledge.

3. That the conveyance was executed on 17th February, 1931 by Juhi Begum in favour of Mahamuda Bibi in my presence she being behind the Purdah in a room in the premises No. 132, Lower Chitpur Road, Calcutta and that she was identified to me by one Amjad Ali Khan who was introduced to me as her nephew by her constituted attorney Sk. Ujir Ali and that I explained the contents of the document to her before execution of the same and that she put her thumb impression and her mark on the document and that her name was written by me. This is true to my knowledge.

4. That her constituted attorney Sk. Uzir Ali put her seal on the document in my presence under her instructions. This is true to my knowledge.

5. That the said conveyance dated 17th February, 1931 filed by Mahamuda Bibi in the above suit which is shown to me to-day in Court was duly executed by Juhi Begum in favour of Mahamuda Bibi and I and Babu Panna Lall Mitter attorney for Mahamuda Bibi attested the execution. This is true to my knowledge.

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Plaintiff's Exhibit.

Ext. 8—Affidavit of Ganesh Chandra De in Title Suit No. 17 of 1931 of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 23rd November, 1931.

6. That the conveyance was executed by my client Juhi Begum in favour of Mahamuda Bibi in consideration of the monthly sum of Rs. 100/- (Rupees one hundred) agreed to be paid by the purchaser to her during her life and also in consideration of the sum of Rs. 15,788/- due by Juhi Begum to the purchaser on two promissory Notes and subject to the claim of Khatiza Bibi in T. Suit No. 120 of 1930 in the Sub-Judge's Court, Alipore and T. S. No. 8 of 1931 in the Sub-Judge's Court, Alipore. This is true to my knowledge.

7. That the document being explainad to her by me she signified her approval to the same. This is true to my knowledge.

Dated, Alipore,
The 23rd November, 1931.

Ganesh Chandra De.
Known to me.
Jatindra Nath Mitter,
Pleader.

Solemnly affirmed before me this day.

(Illegible),

Commissioner of Affidavits.

3rd Sub-Judge's Court,

24-Parganas.

23-11-31.

Ext. 8.

T. S. 1 & 2 of 1934

on behalf of plaintiffs

on 25-3-35.

N. B.,

3rd Addl. S. J.

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Ext. 4(a)—True copy of extract from the Summons Book of the Court of Small Causes of Calcutta relating to Suit No. 24685 of 1931.

Plaintiff's Exhibit.

Ext. 4(a)—True copy of extract from the Summons Book of the Court of Small Causes of Calcutta, relating to Suit No. 24685 of 1931, dated the 18th December, 1931 etc.

Stamps for Rs. 17/15/6.

In the Court of Small Causes of Calcutta.

Before the 3rd Bench.

Suit No. 24685 of 1931. Date of institution—18th December, 1931,

Serving Officer—Bibhuti.

Book C. 775, Page 141.

Plaintiffs :—

1. Hakim Majidul Huq, No. 109, Lower Chitpore Road, Calcutta.
2.
3.

If the plaintiff desires to have notice of defendant's appearance sent to him by post, he must attach to the plaint an addressed and stamped envelope and must give an address for service in the space below :—

Defendants :—

1. H. K. H. E. Salehjee of No. 2, Amratola Lane, Calcutta.
2.
3.
4.

Last date for appearance—12th January, 1932.

Last date for enquiry into the service of summons :—

Date of hearing—15th February, 1932.

Amount of claim—Rs. 125/-.

Cause of Action :—

1. That the premises No. 109, Lower Chitpore Road, Calcutta (a Musafir Khana) is the property of Ebrahim Sulahman & Co. Wakf Estate whereof

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Plaintiff's Exhibit.

Ext. 4(a)— True copy of extract from the Summons Book of the Court of Small Causes of Calcutta, relating to Suit No. 24685 of 1931, dated the 18th December, 1931 etc.

the defendant is one of the Mutwallis. The plaintiff is a tenant with respect to one shop room in that premises under the Wakf Estate at a monthly rent of Rs. 62/8/-.

2. That by misrepresentation of authority the defendant realised Rs. 250/- from the plaintiff for rent from February, 1928 to July 1928 by granting receipts therefor. Later on it appeared that the defendant had no authority to realise rent and grant rent receipt. The defendant did not deposit with the Wakf Estate the sum realised from the plaintiff and the defendant appropriated the money to himself. On pressing demands being made the defendant repaid Rs. 125/- by a cheque dated 14th September, 1928 on the Central Bank. The plaintiff on his turn endorsed the cheque to the Wakf Estate in part payment of amount of rent including the rent for the disputed period *viz.* February to May 1928. But on the instruction and advice of the defendant the plaintiff insisted on the Wakf to accept the rent paid by the plaintiff to the defendant as payment to the Wakf which the Wakf refused to do. The Wakf filed the Suit No. 8651 of 1931 against the plaintiff and also H. K. H. E. Salehji (the present defendant) for recovery of balance of amount of rent including the rent for the period February/May, 1928. The learned Judge did not give deduction for the payment made to H. K. H. E. Salehji. In that suit the defendant on 27th August, 1931 admitted the balance of Rs. 125/- to be due to the plaintiff. Liberty was given to the present plaintiff to file a suit against H. K. H. E. Salehji in his personal capacity to recover the balance Rs. 125/- realised from the plaintiff as aforesaid.

The amount is due and owing inspite of demands. The plaintiff prays judgment and cost for the amount stated above and prays for such other reliefs as to the Court may seem fit.

Sd. Jnanendra Nath Mukherjee,
Plaintiff's Pleader.

Sd. In Urdu.
Plaintiff.

Verification.

I, the plaintiff, do hereby declare that what is stated herein is true to my knowledge, except as to matters and facts stated on information, and that as to these I believe the same to be true.

Sd. In Urdu.
Plaintiff.

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No document filed.

Babu Jnanendra Nath Mukherjee,

Plaintiff's pleader.

S. P. 18-12-31.

Plaintiff's Exhibit.

Ext. 4(a)—True copy of extract from the Summons Book of the Court of Small Causes of Calcutta, relating to Suit No. 24685 of 1931, dated the 18th December, 1931 etc.

	Rs.	A.	P.
Amount decreed	125	0	0
Amount of cost	18	15	6
Pleader's fees	7	8	0
Witnesses' expenses ...			
The successful party's travelling expenses if he be resident outside the jurisdiction of the Court			
Cost of copying any application served on the opposite-party ...			
Total ...	151	7	6
To plaintiff— ...			
Leviable cost— ...			

	Rs.	A.	P.
Stamps of Plaint	17	15	0
Summons Cost			
Second Summons Costs ...			
Arrest before judgment ...			
Attachment before judgment ...			
Plaintiff's Subpoenas ...			
Defendant's Subpoenas ...			
Peons' wages ...			
Contempt Summons ...			
Talabana			
Other costs			
Cost of any special Power of attorney to a pleader ...			
Cost of postage	1	6	0
Total ...			

Proceedings, Orders and Decree.

13th January, 1932—Defendant's pleader Babu H. M. Banerjee present. Adjourned to 15th January, 1932 for written-statement.

15th February, 1932 } Plaintiff present with Babu J. N. Ganguli.
Before N. C. Sen Esq. } Defendant's pleader Babu S. K. Mitter present
By consent suit decreed with costs and half pleader's fee Rs. 7-8 certified. If personal execution 25 days. Payable Rs. 25 on 10th March. 1932 and balance by Rs. 18 a month.

Sd. N. C. Sen.,

Judge.

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Given under the seal of this Court this the 23rd day of April, 1935 (*sic*).

(True copy).

(Illegible),

Deputy Registrar,

Court of Small Causes, Calcutta.

Plaintiff's Exhibit.

Ext. 4(a)—True copy of extract from the Summons Book of the Court of Small Causes of Calcutta, relating to Suit No. 24685 of 1931, dated the 18th December, 1931 etc.

Ext. 4(a)

T. S. 1 and 2 of 1934

for plaintiff No. 2

on 23-4-35.

N. B.,

3rd Addl. S. Judge.

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Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar, taken on commission, in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas.

Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 27th February, 1932 etc.

In the Court of the Fourth Subordinate Judge of 24-Perganas at Alipore.

T. S. No. 120 of 1930.

Srimati Khatija Bibi ... ... *Plaintiff*

versus

Mohammed Elias and others ... ... *Defendants.*

The first sitting of the Commission to take the evidence of Prince Mirza Mohammad Babar was held on 27-2-1932 at 5-15 P. M. at 30 Park Lane, Calcutta in the presence of Babu Jatindra Nath Mitter, pleader for the plaintiff and Babu Satish Chandra Ghose, advocate for defendant No. 1 and defendant No. 1 himself and Moulvi Syed Ibne Imam, pleader for defendant No. 2(b), Mirza Mohammad Syed Ali and also Moulvi S. M. Tanheed, pleader for defendant No. 2(c). The witness on being solemnly affirmed stated in examination in chief as follows :—

Q—What is your name, please ?

A—My name is Kara Hussain Mirza Mohammad Babar.

Q—Your father's name, please ?

A—My father's name is Wazed Ali Shah, King of Oudh.

Q—What is your age ?

A—I do not remember exactly. It is 85 or something over it.

Q—Are you a political pensioner ?

A—Yes.

Q—How much do you get a month ?

A—Rs. 1,500.

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Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Parganas, dated the 27th February, 1932 etc.

Q—How long are you residing in this house?

A—Five years.

Q—Before that where did you reside?

A—At 17 Parsee Church Street.

Q—Did you know Prince Kamar Kader Mirza Mohammad Abed Ali Bahadur? 10

A—Yes.

Q—Is he a relation of yours?

A—He was my elder brother.

Q—Did he use to get political pension?

A—Yes. 20

Q—How much a month?

A—A little less than Rs. 4,000.

Q—Did you know Shah Banu Nawab Amir Begum?

A—Yes.

Q—Was she the wife of Prince Kamar Kader? 30

A—She was the married wife of Prince Kamar Kader.

Q—Did Prince Kamar Kader use to take any intoxicating substance? (Objected to).

A—He used to smoke Hookah.

Q—Anything else?

A—No. He did not drink any other thing. 40

Q—Did he use to take cocaine? (Objected to).

A—Yes, I have heard that.

Q—Was he a man of sober habits? (Objected to).

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A—The question that you put me before is the answer of this.

Q—Have you had any monetary dealings with him?

A—Yes.

Q—Had he been fair in his dealings with others in money matters? (Objected to).

A—That I do not know.

Q—Had he been fair in his dealings with you in money matters?

A—No.

Q—Do you know how he used to deal with his creditors? (Objected to).

A—That I don't know.

Q—Do you know whether he had creditors in the years 1916 and 1917?

A—I do not know.

Q—Did he owe any money to you in the years 1916 and 1917?

A—Yes.

Q—To what extent?

A—Rs. 18,000 besides the interest.

Q—Did he pay it to you of his own accord?

A—No. It was realised by the Court, by the High Court.

Q—In which year, please?

A—I think 1915 or 1916 I received the money. Money I have received after his death.

Q—Do you know when he died?

A—Yes, I know.

Q—In which year, please?

A—1916, I suppose.

Q—Do you know at which place he died?

Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Pergunas, dated the 27th February, 1932 etc.

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Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 27th February, 1932 etc.

A—At Ballygunge.

Q—With whom did he live at Ballygunge? (Objected to).

A—That was his house.

Q—How long he resided at Ballygunge before his death?

A—That I don't know.

Q—Did he live at Ballygunge with any female member? (Objected to). 10

A—That I can't say.

Read over to the witness and admitted to be correct.

M. Md. Babar.

The sitting closed at 6 P. M. The next sitting will be held at 5 P. M. on Monday the 29th February, 1932. 20

Abul Quasem,

Pleader Commissioner.

27-2-1932.

The second sitting of the Commission to take the evidence of Prince Mirza Mohammad Babar was held on 29th February, 1932 at 5 P. M. at 30 Park Lane. Parties and their pleaders were present as on the previous date. The witness on solemn affirmation stated in further examination-in-chief as follows :— 30

Q—Is Amir Begum alive?

A—No, she is dead.

Q—Did she die before or after the death of Prince Kamar Kader?

A—After the death of Prince Kamar Kader.

Q—When Prince Kamar Kader died, was Amir Begum living with him in the same house? (Objected to). 40

A—Yes.

Q—Do you know Saheba Khatoon?

A—Yes.

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Q—Did she ever live with the Prince Kamar Kader? (Objected to).

A—Yes.

Q—How long did she live with the Prince? (Objected to).

A—That I can't say.

Q—When Prince Kamar Kader died, did he leave landed properties? (Objected to).

A—Yes.

Q—What would be the approximate value of those landed properties? (Objected to).

A—Exactly I can't say. But I read in the papers that the value would be twenty lakhs. It was noted in Court paper which I read.

Q—Do you know 4 Kailasarak Road property?

A—I have heard about that.

Q—Do you know whose property it was? (Objected to).

A—Of Prince Kamar Kader.

Q—Who used to enjoy the rents and profits of that property and who possessed the same? (Objected to).

A—He himself—Prince Kamar Kader.

Q—Is it true that 4 Kailasarak Road property belonged to Amir Begum and she was in possession of it?

A—I don't know that.

Q—Do you know who acquired this property? (Objected to).

A—Prince Kamar Kader.

Q—For whose benefit he acquired it? (Objected to).

A—For himself.

Q—Do you know in whose name it was acquired? (Objected to).

A—That I don't know.

Q—Do you know whether the Prince Kamar Kader lived with Sahiba Khatoon? (Objected to).

Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 27th February, 1932 etc.

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Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 27th February, 1932 etc.

The question was not put, having been put and answered already.

Q—Whether the Prince was enamoured of Sahiba Khatoon in his old age? (Objected to).

A—That I don't know.

Q—Did the Prince pay the dower debt of Amir Begum amicably? (Objected to).

A—I don't know.

Q—Do you know how the Prince was pulling on with his wife Amir Begum for the last 5 or 6 years of his life? (Objected to).

A—I don't know.

Q—Do you know what was the physical condition of the Prince during the last 3 or 4 years of his life? (Objected to).

A—He was sick.

Q—Do you know Prince Kamar Kader's usual practice of acquiring properties? (Objected to).

A—I don't know.

Q—Had the Prince any charity during his lifetime? (Objected to).

A—He made a Wakf.

Q—Did he ever express to you any intention to create a Wakf? (Objected to).

A—No.

Q—From whom you have come to know of the Wakf?

The pleader for the defendant No. 1 says that this question and the one previous to it are questions of the nature of cross-examination. The learned pleader for the plaintiff is not entitled to put them to the witness without declaring him hostile and without taking permission from the Court to cross-examine him.

The pleader for defendant No. 2(b) also joins with the pleader for defendant in the observations made by him and recorded as above.

The question was then put.

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A—I simply heard—I did not hear from any particular person.

The examination-in-chief was closed here.

Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 27th February, 1932 etc.

The witness was then cross-examined by pleader for defendant No. 1.

Q—Do you know Sheikh Woozir who was present both in the sitting when you were first examined and to-day in your house?

A—Yes, I know.

Q—He was in the service of Amir Begum?

A—Yes.

Q—He has been coming to your house in connection with this commission?

A—That I can't say.

Q—He is not in your service?

A—No.

Q—He goes away when the Commission is finished?

A—That even I don't know.

Q—You have seen him in your house only on the days the Commission is being held for your evidence?

A—No, he comes often.

Q—To whom does he come?

A—To my son Yusuf Mirza.

Q—Is he in the service of your son?

A—No.

Q—Do you know what has brought him here to-day?

A—That I don't know.

Q—Do you kdow when he came to-day?

A—When I came down I saw him.

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Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Parganas, dated the 27th February, 1932 etc.

Q—You saw him with the plaintiff's pleader and the Commissioner ?

A—No, before that.

Q—When you were examined on the first day when did Uzir come—did he come with the plaintiff's pleader and the Commissioner ?

A—I did not see him.

Q—Who approached you for giving evidence in this case ?

A—Exactly nobody asked me. I got the summons at once.

Q—Who served the summons on you ?

A—Hashem Salebji.

Q—When did he serve summons upon you ?

A—Eight days before.

Q—Who came along with Hashem Salebji ?

A—I was not here. Hashem Salebji gave it to my son and went away. Read over to the witness and admitted to be correct.

Mirza Md. Babar.

The sitting was adjourned at 6-30 P. M. The next sitting will be held on Thursday the 3rd March, 1932 at 5 P. M.

Abdul Quasem,

Pleader Commissioner.

29-2-1932.

The third sitting of the Commission to take the evidence of Prince Mirza Mohammad Babar was held on 16th March, 1932 at 5-30 P. M. at 30 Park Lane. Parties and their pleaders were present as on the previous dates. The witness on solemn affirmation stated in further cross-examination as follows :—

Q—Do you know the boundaries of 4 Kailasarak Road ?

A—No.

Q—Have you seen the document by which the said property was purchased ?

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A—No.

Q—You were not present when the said property was purchased ?

A—No.

Q—Nor have you seen the property yourself ?

A—No.

Q—You do not know when rents were realised from the tenants of the said property ?

A—No.

Q—You do not know who the tenants were and what was their rental ?

A—No.

Q—Nor do you know who used to realise rents ?

A—No.

Q—You have no personal knowledge how the property, 4 Kailasarak Road, was acquired and by whom it was acquired ?

A—No, not at all.

Q—You have no personal knowledge as to who used to possess the said property ?

A—No.

Q—Nawab Amir Begum Sahiba was the daughter of the Ex-King of Oudh's brother ?

A—She was some relation.

Q—You don't know the relationship yourself ?

A—No.

Q—Who was the Commander-in-chief of the Ex-King of Oudh ?

A—In Lucknow, Zulfaqur-ud-dowla.

Q—Had the Ex-King of Oudh any brother ?

A—Yes.

Q—How many ?

Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Parganas, dated the 27th February, 1932 etc.

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Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 27th February, 1932 etc.

A—Three brothers.

Q—Will you kindly give their names?

A—Mirza Mustafa Ali Khan, the eldest brother; second, Mirza Soleman Qader Bahadur; third Mirza Sekendar Hasmat Bahadur. But they were all step-brothers.

Q—Do you know the name of the father of Nawab Amir Begum Saheba? 10

A—No.

Q—Nawab Ameer Begum Saheba was married to Prince Kamar Kader Bahadur while the King was a sovereign in Lucknow?

A—No, here in Garden Reach.

Q—Were you present at that marriage?

A—No. 20

Q—Nawab Ameer Begum Saheba never appeared before you?

A—Yes, she appeared before me.

Q—When?

A—After her husband's death.

Q—You have no knowledge what properties she had? 30

A—No.

Q—Nor have you any knowledge what properties she was in possession of?

A—No.

Q—You don't know all the properties of Prince Mirza Kamar Kader Bahadur?

A—I have heard but I don't know personally. 40

Q—Nor have you any personal knowledge of what properties the Prince was in possession?

A—No, only knowledge of hearing.

Q—Ameer Begum Saheba used to get Wasika from Lucknow?

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A—Yes.

Cross-examination by the Advocate for defendant No. 1 is finished.

The witness was then cross-examined by Mr. Syed Ibne Imam, pleader for defendant No. 2(b).

Q—You said in your examination-in-chief that you found noted in a Court paper the value of the landed properties of Prince Kamar Kader to be 20 lakhs. Can you please give us an idea of the Court paper you read?

A—'The Statesman'.

Q—You have said that it was a Court paper. Was it the judgment of Mr. Stinton, the District Judge of Alipore that you read reported in the 'Statesman'?

A—Yes.

Q—You said in cross-examination that Nawab Ameer Begum was in receipt of Wasika allowance. Do you refer to the Wasika allowance of Rs. 16 per month that she was getting? (Objected to by Advocate for defendant No. 1.)

A—No, I was not referring to that.

Q—Do you know the amount of Wasika?

Before the question was put the witness said, "If you ask me about the amount I will tell you she was getting Rs. 100 per month. The question was then put.

A—Yes. Rs. 100.

Q—How you know that she used to get Rs. 100 per month?

A—I have heard from her husband.

Q—When did you hear it?

A—Long time ago.

Q—Can you tell us approximately how long ago it was?

A—About fifty years ago.

Q—Did Prince Kamar Kader ever borrow any money from you?

A—Yes.

Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 27th February, 1932 etc.

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Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 27th February, 1932 etc.

Q—When ?

A—Fifty years before.

Q—Was it by any registered deed ?

A—By mortgaging watches and rings.

Q—How much money did he borrow from you ?

A—Three hundred rupees.

Q—Did he repay the loan ?

A—Yes.

Q—How long after taking the loan he repaid it ?

A—After a year, I think.

Q—He never borrowed any other money from you ?

A—No.

Q—What was the monthly political pension of Prince Kamar Kader ?

A—When ?

Q—Fifty years before.

A—Three hundred rupees a month.

Q—Was it during the life-time of the King ?

A—Yes.

Q—What was your pension during the life-time of the King ?

A—One hundred and fifty rupees.

Q—What was the monthly pension of Prince Kamar Kader after the death of the King ?

A—Four thousand rupees a month.

Q—You said that Prince Kamar Kader owed to you Rs. 18,000. That was not a loan but on account of a decree in an administration suit regarding the estate of one of your brothers ? (Objected to by plaintiff.)

A—Yes.

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Q—There were several other claimants besides yourself to that Estate?

A—Yes.

Q—You brought that suit on behalf of yourself and your other brothers and got a decree from the High Court?

A—Yes.

Q—That decree was fully paid up?

A—Yes.

Q—Prince Kamar Kader was the head and representative of the Oudh family during his life-time?

A—Yes.

Cross-examination was finished. There was no re-examination.

Read over and admitted to be correct.

Sd. S. C. Ghose.

Sd. Mirza Md. Babar.

Sd. Syed Ibne Imam.

The sitting closed at 7 P. M.

Sd. J. N. Mitter.

Sd. Abul Quasem,

27-2-32.

Pleader Commissioner.

16-3-1932.

(Certified to be a true copy etc.)

Ext. A(2) (S. O.)

T. S. 1. and 2 of 1934

for defendants 3 and 4

on 16-5-35.

N. B.,

3rd Addl. S. J.

Defendants' Exhibit.

Ext. A(2)—Certified copy of deposition of Prince Mirza Mohammad Babar taken on commission in T. S. No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 27th February, 1932 etc.

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Ext. A(1)—Certified copy of deposition of Wazir Ali, witness No. 2 for the plaintiff in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Parganas.

Title Suit No. 120 of 1930.

Defendants' Exhibit.

Ext. A(1)—Certified copy of deposition of Wazir Ali, witness No. 2 for the plaintiff in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Parganas, dated the 22nd and 26th July, 1932.

Deposition of witness No. 2 for the plaintiff taken on solemn affirmation on the 22nd day of July, 1932, before Babu Kshirodeswar Banerjee, Subordinate Judge, 4th Court of 24-Parganas.

My name is Wazir Ali, son of Shaikh Subhan Ali, by caste Mussalman. My age is 55 years. I reside at 120, Circular Garden Reach Road, Thana Watgunj, District 24-Parganas. My occupation is service.

I attained age of discretion at the age of 12 or 13. I saw myself in the house of Kamar Kader Bahadur when I came to the age of discretion. My parents were dead. I was first in Bhagalpur with Nawab Umda Begum. The daughter of Umda Begum was married to the eldest son of Kamar Kader Bahadur. When I attained the age of about 12, I was sent over to the house of Kamar Kader Bahadur. At that time the Ex.-King Wazed Ali Khan was alive. Nawab Fakhar Mahal Begum brought me up as a child. Fakhar Mahal Begum was the mother of Kamar Kader Bahadur. After the death of Fakhar Mahal I remained in the service of Kamar Kader Bahadur. No body of the family observed Parda with me and I was treated almost as a child of the family. At first Kamar Kader Bahadur used to keep the money for household expenses himself. After the advent of Saheba Khatun the money of the Nawab was kept with her. Kamar Kader Bahadur used to take opium, cocaine and morphia. These 3 things I saw him eating. He became addicted to these things since the advent of Saheba Khatoon. Before the advent of Saheba Khatoon he used to visit his mother, children and wife very frequently and used to take food with them. He used to sleep with his wife and take his food with her before the coming of Saheba Khatun, since the advent of Saheba the relation between him and his family began to deteriorate and the relation between him and Saheba Khatun began to be more and more intimate. It was on account of Saheba Khatun that the relation between the Nawab and his family became strained. Kamar Kader Bahadur used to give Rs. 300/- per month to his wife before the advent of Saheba Khatun and Rs. 100/- to his eldest son Mirza Mohammad Said as pocket money. Nawab Fakhar Mahal used to bear all the expenses of Mirza Mohammad Said and after her death Nawab Kamar Kader Bahadur used to bear his expenses. I have seen six children of Kamar Kader Bahadur. Mohammad Said and Juhi Begum are only alive when Saheba Khatun arrived, for some time after the advent of

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Defendants' Exhibit.

Ext. A(1)—Certified copy of deposition of Wazir Ali, witness No. 2 for the plaintiff in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Parganas, dated the 22nd and 26th July, 1932.

Saheba Khatun Prince Kader used give allowances to his wife and son, but afterwards he stopped the allowance. Stopped the allowance on two occasions. On the first occasion he stopped the allowance for five or six months and on the second occasion for about 2 months. An application was presented to the Collector by Nawab Amir Begum complaining of the stoppage of the allowance. The Collector came and told Kamar Kader Bahadur that his pension of Rs. 4,000/- was meant not only for himself but also for his family and if he stopped the allowance it would be paid to his family after deducting the amount from his pension. After the Collector said so the allowance was given by the Prince. Saheba Khatun got the lease of all his house properties executed by the Prince on her name. Kamar Kader Bahadur had promissory notes worth about a Lakh and these were transferred in the name of Saheba Khatun.

Nawab Kader Bahadur died at Ballygunj where Saheba Khatun had taken him. She had taken him to Ballygunj about a month before his death. Before this she had intended to take him to Darjeeling and tickets had been bought. Mirza Mohammad Saied when he heard of the intended visit to Darjeeling stopped it. It was thought necessary to stop the visit as he heard that at Darjeeling a child would be produced alleging it to be the child of Kamar Kader Bahadur by Saheba Khatun. There was no child born of Saheba Khatun by the Nawab before this. The Prince went to Ballygunj openly at night time. Saied Ali went to Kamar Kader and asked him not to go to Darjeeling saying that if he would go he would accompany him. Sayed Ali told Saheba Khatun that she was doing no good thing by taking his father to Darjeeling and that he would prevent them going to Darjeeling at any cost.

I know the house at No. 4, Kaila Sarak Road. The property belonged to Nawab Kader Bahadur and he also held possession over it. Kamar Kader Bahadur used to realise rent of premises No. 4, Kaila Sarak Road. Nawab Amir Begum executed a Benami document in favour of Hashem Salehji (?) in respect of 4, Kaila Sarak Road. The reason for this Benami transaction was that when the allowance of Amir Begum was stopped and she was in troubles, she was advised to enter into the Benami transaction to put pressure on the Prince in order to force him into friendly relation with her. She was told that when the Prince would become friendly she would be at liberty to return the property to him. So far as I remember P. W. 1 Taqui and Laddan Aga advised Prince Begum (*sic*) to take up this course. She agreed to this—I was present beside the Begum Saheb when the conversation took place and the Begum Saheb executed a deed accordingly. Even after the document in favour of Hashem Salehji he never got possession of the property. Prince Kamar Kader retained possession even after the *dastabej*. As long as Kamar Kader Bahadur was alive he was in possession of the property. Amir Begum never held possession over No. 4, Kaila Sarak Road. Begum Saheb did not get any money from the Benami transaction. Kamar Kader Bahadur acquired 4, Kaila

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Sarak Road 15 or 16 years before his death. The Prince said to the Begum that he had acquired 4, Kaila Sarak Road in her name. The Begum did not possess enough any fund to buy the property herself.

Defendants' Exhibit.

Ext. A(1)—Certified copy of deposition of Wazir Ali, witness No. 2 for the plaintiff in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Parganas, dated the 22nd and 26th July, 1932.

Cross-examined:—Prince Mirza Bahadur has been examined on commission in this suit. I did not go to the house of Mirza Bahadur while he was being examined on commission. They says I often (*sic*) to his house and I do not remember if on that particular occasion I went. I was present with Prince Babar's son in the room adjoining the room in which the Prince was examined. I was there not for any body. I did not accompany the Commissioner in a taxi for the last (*sic*) to the house of Prince Babar Saheb. I have been coming to Alipur all along. I do not know pleader Kasem Saheb. I know pleader Jatin Pal, but I do not know for whom he is appearing. It is not the fact I accompanied Jatin Babu and the Commissioner in a taxi to Prince Babar's house.

I know Hashem Salehji (?). I do not know if Hashem Salehji (*sic*) has come to Court to-day. I had no conversation with Hashem Sahebji in the Court compound to-day. I am not looking after this case on behalf of Hashem Sahebji. I do not know if Kamar Kader Bahadur has executed a Wakf in respect of his property. A Kabuliat dated 10th Assar 1330 purporting to be executed by the witness in favour of Mirza Mohammad Saiyed Ali being shown he says—I do not know what is written in this document but it bears my signatures marked Exts. B to B-4. Prince Saiyed Ali got a document from me in order to show the possession of the land on which I live as he had certain litigation over the property with Saheba Khatun. It was included in the lease of Saheba Khatun, but I took the land from Amir Begum 12 or 14 years ago. I do not remember when I built my hut in the land and how long ago, whether 2, 3 or 12 years. I know Zafar Khan who was living with Saheba Khatun. I registered the document executed by me. I know Kayem Hossain who was in service of the Prince Kamar Kader, Saheba Khatun and the Prince were then living together. Kayem Hossain might have been a witness in any documents. Kayem Hossain is dead. The signatures in receipts purporting to be granted by Juhi Begum after receiving allowance from the Mutwali being shown to the witness he says—these signatures are mine, marked Exts. B-5 and B-6. I was Mukhtear-am of Juhi Begum. I do not know what is written in the receipts. No money was paid in my presence. I signed as I was ordered by the Manager of Prince Mohammad Said. Juhi Begum had money deposited either with the Manager or Ibne Imam and payments were made to her out of that money. She had Rs. 1,100/- or Rs. 1,200/- deposited with either of these persons. Juhi Begum used to say that this money came from Barobanki. I cannot remember if I know Maulvi Abul Hossain.

I have got an income of about Rs. 40/- from my corrugated tin huts in

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Defendants' Exhibit.

Ext. A(1)—Certified copy of deposition of Wazir Ali, witness No. 2 for the plaintiff in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 22nd and 26th July, 1932.

No. 120, Circular Garden Reach Road. I pay rent at the rate of Rs. 3/- per Cotta. I have got receipts from Saied Ali. It might be that Saied Ali is the Mutwali, but I do not know. I cannot say if I have got receipts. But for the last 3 years I am remitting rents to Saied Ali by money orders.

I used to stay with Amir Begum for 40 years. She used to pay me at the rate of Rs. 10 per month from her besides food and clothes. I was her Muktear, used to draw her pension and bring things for her from Calcutta. I have got no Muktearnama in my possession as it was by the manager. I do not know the name of the manager. Amir begum used first to live at 123, Circular Garden Reach Road. She is dead. During the lifetime of Kamar Kader, Amir Begum removed to 28, Circular Garden Reach Road. I cannot say even by guess how long before Kamar Kader's death she removed to 28, Garden Reach Road. She lived there for 10 years and then died about 3 years ago. I was 12 or 14 years old when the property in suit was purchased. My age is now about 60 years. I used to play with the boys of Kamar Kader. Kamar Kader was much older than me. He died at the age of 90 years. I never learnt to read and write. I was not present when the document by which the disputed property was acquired by Kamar Kader was executed. I do not know what was the price. I cannot say when I heard Kamar Kader talking to his wife that he had purchased the disputed property in her name. He said that to his wife in the Zenana where he used to sit. Only the maid-servants were present at that time. I was the only male person present. Saied Ali was not present there. I was there as I used to stay in the house day and night. I spent all my life there. I was married at Bhagalpur at the age of 5 or 6 years. I cannot say when my wife died. I had 3 children by her and all of them are dead. They were 10 or 12 when they died. When their mother died I brought them to 28, Circular Garden Reach Road. Their mother died at Bhagalpur. The children were subsequently (*sic*) to 123, Circular Garden Reach. They died at 21/2, Rangalal Street where I had a second wife whom I married 25 years ago while Kamar Kader was alive. This wife is still alive and she always lived at Rangalal Street.

I saw only one son of Fakhar Mahal (?), *i. e.*, Kamar Kader Bahadur. I came from Bhagalpur with the Manager of Umda Begum Bhagalpur. I do not know why I was sent for from Bhagalpur. I resided at 123, Garden Reach Road. The whole family used to live there including Kamar Kader. I used to get at that time only food and clothes. When I was given pocket money of Rs. 10 when (*sic*) I was 15 or 16. I was then 20 or 22 when Fakhar Mahal (*sic*) died.

(To Tuesday next for further cross-examination).

Sd. K. Banerjee,
Offg. Sub-Judge.
22-7-32.

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Cross-examination resumed on solemn affirmation:—Prince Kamar Kader used to stay at 123, Circular Garden Reach Road formerly. Amir Begum Saheba also used to live there, but when Saheba Khatun came she removed to 28, Circular Garden Reach Road and then the Prince went to live with Saheba Khatoon at Jamultola house *i. e.* 11, Garbari Road. I do not remember how many years Amir Begum lived at 20, Circular Garden Reach Road. I was at 123, Circular Garden Reach Road in the beginnings of my service and then after the advent of Saheba Khatun I removed to 20, Circular Garden Reach Road. I never lived at Jamaltola house, but I used to go there. At first I used to get Rs. 10 from the Prince and then from Amir Begum. I never kept any account of the cash and jewelleries of Nawab Amir Begum. The Prince was the Ammuktear of Amir Begum Saheba. I do not know anything about the document of Amir Begum. I do not remember if Amir Begum cancelled that Muktearnama. I do not remember if she served any notice on the Prince asking him to make over the documents to him.

Defendants' Exhibit.

Ext. A(1)—Certified copy of deposition of Wazir Ali, witness No. 2 for the plaintiff in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 22nd and 26th July, 1932.

I never saw the deed of purchase of 4, Kaila Sarak Road. I never kept any memo in writing of what Kamar Kader Bahadur said to his wife about the purchase of the property. Kayem Hossain was the Tasildar of the Prince since Saheba Khatun came to him. Jnan Babu was the Tahshildar before Kyam Hossain and Munna Saheb was the Tasildar before Jnan Babu from the time of Fakhar Mabul. Jnan Babu again came after the death of Kayam Hossain, and after Jnan the present Manager came. I do not know his name. I was never Tahshildar of Prince Kamar Kader. When Amir Begum went to 28, Circular Garden Reach Road, Taqui Saheb was looking after her affairs. Nobody else was appointed after Taqui Saheb. I was never Tahashildar of Amir Begum Saheb.

There were tenants at premises No. 4, Kaila Sarak Road. There were 20 or 25 tenants, but I give the names of only two or three. *e. g.* Abbas Gutawala, Jabbar and Hossain Joma. I don't know what quantities of land they hold and what rents they used to pay. I never realised any rent from them nor did I see them pay rent to any body. All the tenants have left. Now Pucca houses have been constructed over that land. I do not remember if there was ever any tank in the land. I can give the boundaries. The land is by the side of the Koila Sarak Road and its area is 3 Bighas. On the North is Kamar Kader's land. I cannot say whose land is on the East, and I cannot say whose land is on the South. I was present at the time when the consultation was held about the making of the Benami of the Begum Saheba in the name of Hashem Sabhji. The consultation was held on the first floor of 28 Circular Garden Reach Road one or one and one half months before the death of Kamar Kader.

Taqui Shaheb, Laddan Aga, myself, and no one else were present when

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Defendants' Exhibit.

Ext. A(1)—Certified copy of deposition of Wazir Ali, witness No. 2 for the plaintiff in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 22nd and 26th July, 1932.

the consultation about the Benami took place. Then says I do not remember if anybody else besides us were present. Begum Shaheba was inside the Parda and we were sitting outside. Taqui Shaheb knew me from before. The document was executed 2 or 3 days after the consultation. I do not know where the document was written. I do not know who were the witnesses. I was not a witness. I do not remember if I was present at the time when the Begum Shaheba executed the deed and put her seal. I do not remember who wrote the name of Begum Shaheba in the document. Probably I was not present when the document was executed by the Begum Shaheba and attested by witnesses. I might have gone away before that. I can't say if the document was registered on the same day or some days after. I did not see the document. I was present on the day it was registered. Taqui Shaheb, Laddan Aga, the Registrar, and some men from High Court were present on the day of registration besides myself. I don't know if any other man was present. The Begum Shaheba was inside the Purda. The Begum Shaheba put her mark on the document on that day. The registration took place at about 2 P. M. or 3 P. M. I was there so long as the Registrar was there. The Registrar went after the registration of the document and the payment of the money. The money was paid before the Registrar. Begum Shaheba took the money. After the Registrar had gone the Begum Shaheba told Taqui to return the money to Hashem Shaheb. I was standing with Taqui Saheb outside the Purdah. I cannot say how much money was paid as the money paid was a bundle of notes. That money was not counted but the Begum Saheba simply made it over (to ?) Taqui Shaheb. The money that was paid to Begum Shaheba was also in a bundle and it was not counted. The very same bundle was returned by Begum Shaheba. There were no silver coins and money, they were in notes. Hashem Shaheb came when the registration was in progress. Taqui Saheb handed over the money to Hashem Shaheb. I never saw who paid the tax for 4 Koila Sarak Road. Amir Begum executed a Benami document in favour of the defendant No. 1 in respect of 4, Koila Sarak Road. I do not remember if I was a witness. Signature, Ext. B 7, is mine and Ext. D is the seal of Begum Shaheba. Laddan Aga signed her name as he was Am-muktear. I do not know English. I do not remember if Mv. Nasim Ali, Advocate, High Court, was an attesting witness to the document. This document was executed 2 years after the death of Kamar Kader. I do not remember if Taqui Saheb was present at the time of the execution of the document. Begum Saheb told me that it was a mortgage document.

I was not present when leases in the name of Saheba Khatun were executed.

I never gave the Prince Opium, Morphia, Cocaine and wine. But I saw

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him take that thing (*sic*). There was a search in my house for Cocaine once. No Cocaine was found and I was not convicted.

Sd. K. Banerjee,

Sub-Judge.

26-7-32.

(Certified to be a true copy etc.)

Ext. A(1) (S. O.)

T. S. 1 & 2 of 1934

on behalf of defendants 3 & 4

on 2-4-35.

N. Banerjee,

3rd Addl. S. J.

Defendants' Exhibit.

Ext. A(1)— Certified copy of deposition of Wazir Ali, witness No. 2 for the plaintiff in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 22nd and 26th July, 1932.

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Ext. 25—Certified copy of deposition of Mokram Ali, witness No. 8 for the defendant in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas.

Plaintiff's Exhibit.

Ext. 25—Certified copy of deposition of Mokram Ali, witness No. 8 for the defendant in Title Suit No. 120 of 1930 of the 4th Court of of the Subordinate Judge, 24-Perganas, dated the 2nd August, 1932.

District 24-Parganas.

In the 4th Court of the Sub-Judge at Alipore.

Title Suit No. 120 of 1930.

Deposition of witness No. 8 for the defendant taken on solemn affirmation on the 2nd day of August, 1932, before Babu Kshirodeswar Banerjee Ray Bahadur, Sub-Judge, 4th Court of 24-Parganas.

My name is Mokram Ali, son of M. Wazed Ali, by caste Mussalman. My age is 32 years, I reside at 132 Circular Garden Reach Road, Pargana, Thana Watgunge, District 24-Parganas. My occupation is service under defendant No. 2(b).

I am a Tehasildar of the Wakf estate of Prince Kamar Kader Mirza. I knew Uzir Ali, a witness examined by the plaintiff. He holds one Cotta of land under the Wakf estate and pay Rs. 3 as rent per Cotta. He executed a Kabuliyat for this land on 24th January 1924. It was written by one Elias, a clerk of the Wakf estate. Uzir Ali signed his name in Urdu. This is that document Ext. S. The Kabuliyat was explained to Uzir Ali. Uzir Ali has been paying rent for this land. Even 4 or 5 days after he remitted rent by a money order. There is a committee to the Wakf estate consisting of Prince Akram Hossain, a son of the Ex-King. Prince Askari Bahadur, another son of the Ex-King, Prince Mukim also a son of the Ex-King and one Ahammed Saheb. There is a mosque and also an Imambara of the Wakf estate in premises No. 123 Circular Garden Reach Road. The mosque is in the ground floor and the Imambara is in the first floor. Saeedali lives in one room of the house as Mutwalli. All ceremonies are observed according to the funds of the Wakfnama. Rents are realised from tenants by me on behalf of Wakf estate. We have got a manager, Zafar Shiraji.

Cross-examined:—Saeedali lives with his wife and children and servant in one part of the building (123 Circular Garden Reach Road). There are one hall and 3 rooms in the first-floor. The hall is used for the purposes of Imambara. In the ground-floor there are 5 rooms. One of the rooms is used as a Baitakkhana. The servants do not live in any of these rooms. The servants live in the verandah of the ground-floor. There are six tenants. There is a carriage which is also kept in the verandah. There are privies and bath rooms attached to the house and also guest rooms. There is a mosque

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Plaintiff's Exhibit.

Ext. 25—Certified copy of deposition of Mokram Ali, witness No. 8 for the defendant in Title Suit No. 120 of 1930 of the 4th Court of the Subordinate Judge, 24-Perganas, dated the 2nd August, 1932.

in one part of the house. The mosque is a part of the house. The mosque does not contain a dome and spires. It is like an ordinary room. There is only one number for the house and Municipal tax is paid for the house excluding the mosque and Imambara. The mosque and the Imambara do not contain separate numbers as holdings. I have been in service of the Wakf estate since January, 1924. The Manager was in service before my appointment. The Wakf estate has got an income of Rs. 800/- to Rs. 2,000/- per month according to the amounts collected from tenants. I do not keep accounts of the Wakf estate. I keep only rough accounts. It will appear from the account books if the property is personal property of Saeedali or Wakf property. A pleader of this Court Dwijendra Mukherjee, is the curator and he is in possession of the account books of the time of Prince Kamar Kader. Dwijendra Babu was appointed curator on the very day the Prince died. The committee spoken of above was not formed in my time. The committee occasionally meets. Saeedali has got no personal accounts. He gets a pension of Rs. 500/- per month and has got also Jaigirs. I do not know the income of the Jaigirs. Saeed Sahib does not take anything from the Wakf estate. The estate is encumbered since the death of the Prince in 1919. Then says the estate has got no debts.

The Kabuliyat Ext. S was not written in my presence and I am not a witness to the document. But Uzir signed it in my presence. Ceremonies that are performed in the house of every Siah householder are not performed in the Imambara located in 123, Circular Garden Reach Road house. It is not a fact that in the house of every Siah Moslem there is an Imambara. The members of the Committee have got no Imambara in their houses. I do not know where *alums* and Satkas are kept in the house of these gentlemen. Weekly Mujlish is held in any house but last in the house of every other Siah. We have got a record of the weekly Mujlish.

Sd. Makram Ali.

Sd. K. Banerjee,
Offg. Sub-Judge,
2-8-32.

(Certified to be a true copy etc.).

Ext. 25(S. O.).

T. S. 1 & 2 of 1934
for plaintiff No. 2
on 9-5-35.

N. B.,
3rd Addl. S. J.

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Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930.

Defendants' Exhibit.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

District 24-Parganas.

In the 4th Court of the Subordinate Judge of 24-Parganas at Alipur.

Present :—Babu Kshirodeswar Banerji, Sub-Judge, Rai Bahadur.

The 24th day of September, 1932.

Title Suit No. 120 of 1930.

Khatiza Bibi ... ... *Plaintiff,*

Against

Mohamed Elias and 2 others ... ... *Defendants.*

The subject matter of the present suit is $\frac{1}{3}$rd share of premises No. 4 Kailasarak Road in Kidderpore. The plaintiff Khatiza Bibi, wife of one Hashem Ibrahim Saleji, as assignee of a decree against deceased defendant No. 2, Nawab Zinnat Ara Zainab Begum *alias* Zuhi Begum attached $\frac{1}{3}$rd share of the above premises in Execution Case No. 146 of 1929 of this Court alleging that the said share belonged to Zuhi Begum. The defendant No. 1 Mohammad Elias preferred a claim under Order 21 Rule 58 C. P. C. stating that the whole of the premises No. 4 Kaila Sarak belonged to him and that he was in possession thereof on his own account. This claim being allowed the above property was released from attachment. So the plaintiff has instituted the present suit as provided by Order 21 Rule 63 C. P. C. to establish her alleged right in the one-third share of the disputed premises.

The main allegations of the plaintiff are that premises No. 4 Kaila Sarak Road measuring 3 Bighas 4 Cottas and 6 Chittaks belonged to Prince Kamar Kader Mirza Bahadur, eldest son of the Ex-King of Oudh, and it was purchased by the Prince with his own money and on his own account in the Benami of his wife Shah Bahu (?) Nawab Amir Begum (who would be described hereafter as Amir Begum) as the usual practice of the Prince was to acquire properties in the names of his family members, that Amir Begum being

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Defendants' Exhibit.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

only Benamdar for the Prince was neveri n possession of the property in suit and never paid municipal taxes, that Prince Kamar Kader became addicted to various intoxicants and was married of (*sic*) a Mahamedan woman named Shaheba Khatoon in his old age with the result that he cut off all connections with his sole wife Amir Begum and his children, that Amir Begum being mortified at the conduct of the Prince with a view to prejudice his interest in the property in suit, which along with other properties the Prince proposed to transfer to Shaheba Khatoon, caused it to be transferred to the plaintiff's husband Hashem Ibrahim Saleji by a deed of sale dated the 25th January 1929, that this Kobala being purely a proper (*sic*) transaction. Hashem Saleji, who was then in good financial condition, was never put in possession of the property in suit and he also did not seek the delivery of possession of the property from the actual occupant thereof, that shortly after the execution of the aforesaid Kobala Hashem Ibrahim Saleji's financial condition became very much embarrassed and so in order to save the property from his creditors, who were forcing him to be declared an insolvent, he put the property in the name of the defendant No. 1 Mahammed Elias who was an old acquaintance of his by executing a mortgage bond in his favour in his name on the 4th January 1921 so that in the event of his being adjudged an insolvent there might be no difficulty in restoring the property to the true owner, that in the meantime Prince Kamar Kader Mirza died on the 31st January 1919 and many litigations sprang up after his death about his properties which lasted many years, that the defendant No. 1 took advantage of the unsettled conditions caused by the above litigations and in order to secure a proprietary title to the property in suit put forward his claim as mortgagee with the official assignee who had been receiver of the estate of Hashem Saleji, who had been already adjudicated an insolvent, and prevailed upon him to part with the alleged interest of Saleji in the property for a consideration of Rs. 15,000 by execution of a deed of conveyance, that thereafter the defendant No. 1 instituted a title suit in this Court, *viz.*, Title Suit No. 25 of 1924, against various persons including the heirs of the deceased Prince except defendant No. 2 Zuhi Begum who was the only daughter of the Prince and was entitled to a third share of the property in suit, for recovery of possession of the said property upon declaration of his title, that in the above suit the defendant No. 1 managed to obtain a decree in collusion with the other heirs of Prince Kamar Kader Bahadur, but as the defendant No. 2 Zuhi Begum was not a party to the suit her title in the share inherited from her father remained unaffected, and that in the above circumstances the undivided one-third share of Zuhi Begum was liable to attachment in execution of the plaintiff's decree against her.

The plaintiff, therefore, prays for a declaration that an undivided $\frac{1}{3}$rd share of the property in suit belonged to the deceased defendant No. 2 and is liable to attachment and sale in execution of the plaintiff's decree, and that the right, title and interest of the defendant No. 2 has remained unaffected by the alleged purchase of the property by the defendant No. 1.

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The suit is contested by the defendant No. 1. It is contended that the suit is, *malafide* one a that the plaintiff is a Benamdar for her husband, Hashem Ebrahim Saleji, who is an undischarged insolvent and being in extreme impoverished circumstances has been speculating in litigations, that it is not a fact that the plaintiff is an assignee for consideration of a decree against the defendant No. 2, that the plaintiff is not entitled to get satisfaction of her decree by attachment and sale of the third share of the property in suit, that Amir Begum was the true owner of the property as she purchased it with her own money and was all along in possession of it by paying municipal taxes and by realising rents from the tenants in occupation of the land in suit, that the Kobala executed by Amir Begum in favour of Saleji was a *bona fide* deed of sale for consideration, that on the date of execution of this document Saleji executed an agreement in favour of Amir Begum and by this document he contracted to reconvey the property in suit to Amir Begum provided she could pay back the purchase money to Saleji within two years, that Amir Begum's right under the said agreement became barred as she failed to repurchase the property within the stipulated period, that under the above circumstances the defendant No. 2 could not inherit any share in the property in suit as an heir of Amir Begum, that on the 4th January, 1921 Hashem Ebrahim Saleji mortgaged the property in suit by a registered document to the defendant No. 1, that some time after that Hashem Ebrahim Saleji was adjudged an insolvent by the Hon'ble High Court and all his properties including the property in suit vested in the Official Assignee, that the defendant No. 1 filed his claim on the basis of his mortgage before the Official Assignee and subsequently purchased the property in suit in auction sale and obtained a regular deed of conveyance from the Official Assignee on the 29th March, 1923, that thereafter the defendant No. 1 instituted Title Suit No. 25 of 1924 in this Court for declaration of title against Prince Mohammad Sayed (Saeed Ali), son of Prince Kamar Kader, and other persons, that in the said suit Prince Sayed Ali claimed the property in dispute on the basis of a Wakfnama executed by his father on the 14th June, 1917 but ultimately a compromise was effected between the defendant No. 1 and Prince Saiyed Ali who as Mutwalli of the Wakf estate of his father executed a conveyance on 9th September, 1925 for a consideration of Rs. 10,000/- with the permission of the District Judge, that as against other defendants the said suit was decreed on contest, that none of the heirs of Prince Kamar Kader including the defendant No. 2 nor the plaintiff as assignee of a decree against the defendant No. 2 can claim any title to the property in suit as heirs of the said Prince as during his lifetime he divested himself of his rights if any, in the said property by making a Wakf of the same, that in any case as Amir Begum was the ostensible owner of the property in dispute and the defendant No. 1 and Hashem Ebrahim Saleji purchased the said property for valuable consideration without any notice of the alleged secret title of the late Prince Kamar Kader Bahadur and as the defendant No. 1 after his purchase constructed several buildings on the land and made other improvements at a cost of about one Lakh of rupees without any objection being raised by the heirs of the late Prince including the defendant No. 2, the

Defendants' Exhibit.

Ext. B(5)— Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

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Defendants' Exhibit.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

claim of the plaintiff or of any heir of the Prince as (*sic*) barred by waiver, acquiescence and estoppel. The nature of the remaining contentions of the defendant No. 1 shall appear from the issues framed in the suit.

The defendant No. 2 having filed a written statement in support of the plaintiff's case died during the pendency of the suit and the defendants Nos. 2(a) and 2(b) were then substituted in her place being her legal heirs. The defendant No. 2(b) Prince Saiyed Ali is the brother of the deceased defendant No. 2 and he filed a written statement alleging that the property belonged to Prince Kamar Kader Bahadur and that Prince Kamar Kader Bahadur created a Wakf of the said property and thereby divested himself of all proprietary interest in the same. Issues Nos. 16 to 20. These are not really independent issues and appear to be covered by the issues previously framed. These issues have not been, however, urged before all as the plaintiff did not proceed with the suit as against the defendants Nos. 2(a) and 2(b). But those issues are set forth below to indicate the nature of the defence of the defendant No. 2(b).

Issues.

1—Has the plaintiff any cause of action?

2—Has the plaintiff any right to sue?

3—Is the suit maintainable in its present form?

4—Is the Court-fee paid on the plaint sufficient?

5—Is the suit bad for non-joinder of parties?

6—Is the suit barred by limitation?

7—Is the suit barred by *res judicata*?

8—Is the suit barred by estoppel, waiver and acquiescence?

9—Had the defendant No. 2 any interest in the property in suit if so, to what extent, and is it liable to attachment and sale in execution of the decree obtained by the plaintiff against him?

11—Is the alleged decree in favour of the Official Assignee as also its assignment in favour of the plaintiff mere speculative, bogus, fraudulent and collusive transactions? If so, is the suit maintainable at the instance of the plaintiff?

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12—Is the defendant No. 1 a *bona fide* purchaser for value without notice and has he improved the land in suit and constructed buildings on it at the cost of a lakh of rupees? It so, can the plaintiff obtain any relief against the defendant No. 1?

13—Did the property in suit belong to Prince Kamar Kader Mirza? If so, did he make a Wakf in July, 1917 and is the compromise made by Prince Mirza Mahammad Said Ali, Mutwalli to the Wakf estate of Prince Kamar Kader Mirza in Title Suit No. 25 of 1924 of this Court valid for consideration and binding upon the defendant No. 2? Had defendant No. 2 notice of the said compromise?

14—Is the suit entirely false and has it been brought by the husband of the plaintiff out of spite towards defendant No. 1? If so, is the defendant No. 1 entitled to compensatory costs?

15—To what relief, if any, is the plaintiff entitled?

Additional issues framed on 26th August, 1931.

16—Did Prince Kamar Kader Mirza own and possess the property in suit as proprietor till June, 1917 and thereafter as Mutwalli till his death? Did the defendant No. 2(b) own and possess the same as Mutwalli after the death of Prince Kamar Kader and did he sell to the defendant No. 1 by a registered conveyance dated 9th September, 1925? Was there any collusion between the defendant No. 1 and the defendant No. 2(b) in respect of the said conveyance and the compromise effected therein in Title Suit No. 25 of 1924?

17—Was the title, interest and possession of the said Wakf estate of Prince Kamar Kader to the property in suit in any way affected by the fraudulent acts of the plaintiff's husband, *viz.* the conveyance dated 25th January, 1919, the mortgage deed dated 4th January, 1921 and the insolvency proceedings in which the property was sold by the Official Assignee to the defendant No. 1 and do (*sic*) the said transactions affected in any way the conveyance dated 9th September, 1925?

18—Did Prince Kamar Kader cut off all connections with his wife and children and neglect them on account of his acquaintance (?) with Saheba Khatoon?

19—Is the plaint signed and verified by the plaintiff? Is the plaintiff's husband really prosecuting this suit as well as other suits

Defendants' Exhibit.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court. 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

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by setting up his near relations as plaintiffs with the dishonest motive of illegal gain and spite against the Wakf estate ?

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20—Had the defendant Juhi Begum any claim to or possession of the property in suit ? Did she admit the Wakf and acquiescence in it ? Was the plaintiff's husband all along aware of the Wakf nature of the property ?

Decision.

Issues Nos. 9, 12 *and* 13—These issues arise out of the pleadings affecting the merit of the suit and being closely inter-dependent may be conveniently tried together. It may be mentioned that these issues were not separated when the case was argued before me.

The plaintiff's case is briefly as follows: The property in suit, 4 Kailasarak Road, was purchased by late Prince Kamar Kader Bahadur in the Benami of his wife, Amir Begum, but the Prince was always in proprietary possession thereof. So when the Prince died on the 31st January, 1919 the property descended to his legal heirs and the deceased defendant No. 2 Juhi Begum inherited one-third share of it. The plaintiff as assignee of a decree against Juhi Begum is, therefore, entitled to realise the decretal money by attachment and sale of this share.

The defence is two-fold—firstly it is contended that Amir Begum was not Benamdar for Prince Kamar Kader, that she acquired the property in suit with her own money and exercised her possession as proprietor thereof, that the deed of sale executed by her in favour of the plaintiff's husband Hashem Ebrahim Saleji and the mortgage bond executed by the latter in favour of the defendant No. 1 were *bonafide* documents for consideration, that the defendant by virtue of the deed of conveyance executed by the official assignee in his favour after Saleji had to adjudicated (*sic*) an insolvent acquired a valid title in the property in suit, and that as the property did not belong to Prince Kamar Mirza the defendant No. 2 could inherit any share from her under no circumstances and so it was not liable to attachment and sale in execution of the plaintiff's decree.

The alternative defence is that Prince Kamar Kader Mirza executed a deed of Wakf on the 14th June, 1917 comprising various properties including the property in suit and divested himself of all his proprietary rights in the said properties, that under the provisions of the Wakfnama the said Prince constituted himself, its first Mutwalli and acted as such during his life-time, that after the death of Prince Kamar Kader the Mutwallship devolved on his son Prince Mahammad Saiyed Ali defendant No. 2 (b) and that deceased

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defendant No. 2 under the circumstances was not competent to inherit a share in the property as one of the heirs of Prince Kamar Kader. So if the Wakfnama be held to be a valid document the plaintiff shall have no remedy and her suit will have to be dismissed. The defendant No. 1 it may be repeated here, obtained a deed of conveyance for the defendant 2(b) after the latter had taken necessary permission from the District Judge.

Defendants' Exhibit.

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The first and most important point to be decided is whether the disputed property belonged to Amir Begum. The property was purchased by a deed of conveyance Ext. F3 on the 11th June, 1903, and this document stands in the name of Amir Begum. The onus lies on the plaintiff to prove that Amir Begum who was the ostensible owner was not the real owner of the properties 1/4, Kaila Sarak Road and 4, Kaila Sarak Road, purchased by the document as she maintains that the apparent state of things was unreal. There is a total derth of believable evidence on the side of the plaintiff to substantiate her case that Prince Kamar Kader purchased the two properties with his own money, but that the Kobala was taken in the name of his wife. The utmost that the plaintiff has done in the case is the creation of an atmosphere of suspicion and nothing else. But no Court can make a decree resting mainly on suspicion (11 M. J. A. 28 ?).

There is of course no direct evidence on the side of the plaintiff relating to the payment of the money for which the property in suit was purchased and none of the witnesses examined by the plaintiff has been able to say that he saw Prince Kamar Kader paying down the money to the vendors, the proprietor of Bhukailash Raj Estate. This estate it may be mentioned at the time of the execution of the Kobala, Ext. F3 was on the hands of Mr. Beltchambers, formerly the Registrar of the Hon'ble High Court as Receiver. The plaintiff has however examined two witnesses P. W. 2 Wazir Ali and P. W. 4 Mirza Mufashir Ali and they swear that they came to know from the Prince's conversation that the property in dispute was purchased by him and the Benamdar of Amir Begum. Wazir Ali says that before the advent of Saheba Khatun Prince Kamar Kader and Amir Begum were living a peaceful and happy life, and that he heard the Prince one day about 15 or 16 years ago informing Amir Begum that 4, Koila Sarak Road had been purchased by him in her name. The witness wants to say that the Prince and his wife were then in the Zanana and were talking to each other, and that his presence was tolerated as he was treated as a child of the Prince and that Prince's wife did not observe Purdah with him. I am unable to believe this man. He was taking an active interest in the case on behalf of the plaintiff and it is proved that he took the pleader Commissioner in a taxi to the house of Prince Baber who was examined on commission on the plaintiff's side. The story told by him is, therefore, a story of an interested witness. Moreover I can scarcely believe that the presence of the witness, who was a young man of about 30 years at the time, could be tolerated in the Zanana where the Prince is said to have

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been talking confidentially with his consort. The story given by Wazir Ali is a pure myth and must have been invented by him for the purposes of the present suit. P. W. 4 Mirza Mufashir Ali, a watch repairer, swears that 29 or 30 years ago he carried a letter from Prince Dilwar Jah, one of the sons of the Ex-King of Oudh, to Prince Kamar Kader who instead of replying to the letter of his brother immediately said that he was very busy then as he was going to purchase 4 Kaila Sarak Road in the name of his wife, for Rs. 20,000 and that he would send his reply two days later. This witness is said to have been in the service of Prince Dilwar Jah at the time of the alleged Benami purchase. I cannot persuade myself to believe that Prince Kamar Kader was so very communicative as to have told a servant of his brother who accidentally arrived at his house that he was going to acquire the property is suit in his wife's name, not forgetting even to mention the amount of consideration, and that he was so very discourteous as to have told his brother, who had sent an urgent note to him, though the carrier of the note that he should wait for the reply for about two days. I do not attach any importance to evidence of the above sort which is not really legal evidence but gossip.

The plaintiff also examined Prince Mirza Mohammad Babar, the surviving brother of Prince Kamar Kader, in the hope of proving by his evidence that the property in suit belonged to Prince Kamar Kader. I have read the whole of the deposition of Prince Babar which was taken in commission and find that he had no personal knowledge as to who purchased the property and who was in possession thereof by realising rents from the under-tenants. In cross-examination the Prince says in very clear language that he did not know 4, Kailasarak Road, and had no personal knowledge how the property was acquired and by whom, and that he did not know who possessed the said property. The evidence of Prince Babar regarding the ownership of the property in suit should therefore, be totally discarded. There is therefore, very little evidence in the side of the plaintiff that the purchase money was supplied by the Prince and that the property in suit was purchased by him in the Benami of this Begum. Then there is absolutely no evidence regarding the motive which might have actuated Prince Kamar Kader in acquiring the property in the name of his wife. The Prince was a rich man and had no creditors of whom he might be afraid. It is in evidence that the value of his properties was several lakhs of rupees. So it cannot be contended for a moment even that he entered with the alleged Benami transaction for fear of his creditors. But then in the plaint a distinct allegation is made that it was the practice of the Prince to acquire properties in the names of his family members, but there is total dearth of evidence on this point also and no evidence could be adduced to prove that the Prince acquired other properties in the Benami of his wife, daughter, son or any other member of his family. So the allegation in the plaint that Prince Kamar Kader was in the habit of acquiring properties in the Benami of his family members is absolutely meaningless.

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Again there is the allegation in the plaint that the Prince was in possession of the property in dispute although it was acquired in the name of his wife. But the plaintiff is unable to prove the possession of the Prince and the only evidence which she has been able to offer on this point is the oral evidence of P. W. 2 Wazir Ali who is practically the Tadbirkar in this suit, and P. W. 4 Mafashirali. 4, Kailasarak Road was in physical possession of several tenants but all these tenants have left. P. W. 2 says "I never realized rents from them nor did I see them pay rent to anybody." It is doubtful if P. W. 4 knows the land at all. He says, "I had never been to 4 Kailasarak Road. I do not know the names of the tenants. I never saw the realisation of rent from these tenants". Beyond the bare statements that the Prince was in possession of the property in suit (4, Kailasarak Road) the above two witnesses could not say what acts of possession were exercised by the Prince and whether those acts of possession were within their personal knowledge.

Defendants' Exhibit.

Ext. B(5)— Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

But it has been urged by the learned Counsel for the plaintiff Mr. Monmohan Nath Chak (?) of Lucknow, that I should look to the surrounding circumstances in order to find the real nature of the transaction, and that points of similarity between a genuine transaction and a Benami transaction never help the Court in deciding whether the transaction alleged to be(?) Benami is really so, but that the points of difference that always be great assistance. I do not quite agree with the learned Counsel, when a man wants me to believe that he bought a particular property in the name of another man, I would at once ask him to prove that he paid down the consideration money and that he was in physical possession of the property. I would further like him to explain his motive for not acquiring the property in his own name. However as both sides have entered into evidence I shall deal with the whole of the evidence on the record to test the real nature of the transaction. The learned Advocate for the defendant No. 1 has placed before me a copy of the judgment in Title Suit No. 25 of 1924, Ext. C, and asked me to accept its findings as secondary evidence regarding the source of the money with which the property in suit was purchased. It appears from this judgment that there was an accout in the name of Anar Begum in the office of Messrs N. C. Bose & Co., Solicitors, and that on 13th June, 1903, Rs. 13,722 was paid on her behalf to the Receiver, Mr. Belchamber who had previously received Rs. 3,000 from her agent Jadunath Sen. From the judgment it further appears that Prince Kamar Kader had no account with the solicitors. But should I accept this judgment as secondary evidence. Nur Mohammad Elias, son of the defendant No. 1 swears that he went to the office of N. C. Bose & Co., Solicitors and enquired about the book containing the account in the name of Anar Begum and was told in reply that the book had been filed by them in Title Suit No. 25 of 1924 of this Court and had not been returned to them and that he then caused a search to be made by pleader Babu Benode Gopal Roy but the book could not be found. The witness has proved letter, Ext. W, written to him by the Solicitors intimating that the ledger book was not with them.

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Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

I am of opinion that the judgment cannot be used in evidence without examining the pleader who is alleged to have made the search and that pleader has not been examined. The learned advocate for the defendant admits of his inability to produce exhaustive evidence regarding the ownership and possession of Amir Begum in the present suit and offers the explanation that the question is raised about 30 years after the purchase of the property. I quite appreciate this explanation, but this explanation may be also advanced by the other side who may contend with equal force that lapse of time has prevented her from producing proper evidence in the suit. The defendant No. 1 has however, succeeded in proving the possession of Amir Begum by the Municipial records, Ext. E series, from which it appears that the names of the Ghoshal Zemindars of Bhukailash were recorded as owners before Amir Begum's purchase and that the name of Amir Begum was registered in place of Ghoshals in 1905 as proprietor of the disputed land. Amir Begum's name was retained in the Municipal registers till 1921 and then in 1924 the name of the defendant No. 1 was entered in the said Registers in place of Amir Begum. It is argued that the registration of Amir Begum's name in the Municipal records is in consonance with the original Benami nature of the sale deed, Ext. F(3) by which the property in dispute was acquired. But even after estrangement between the Prince and Amir Begum after the former had come with the influence of Shaheba Khatoon in 1914 Amir Begum was treated as owner of at least a portion of the properties purchased by Ext. F(3). By this document the properties 4 Kaila Sarak Road and 1/1, Kaila Sarak Lane, were bought. In Execution Case No. 12 of 1916 of the Land Acquisition Court at Alipore 1/1, Kailasarak Lane had been sold. The Prince as Am-muktear of Amir Begum applied for payment of the surplus sale proceeds to him. Amir Begum filed a counter-petition and asked for payment to herself. The Court made the payment to her. The estrangement being complete Amir Begum cancelled the Am-muktearnama by a notice published in the Calcutta Exchange Gazette on the 19th January 1917. The conduct (*sic*) of Prince Kamar Kader noticed above shows that Amir Begum was the purchaser of the properties covered by the Kobala Ext. F(3). The relevent documents on this point are Ext. 4 (an application of Amir Begum), Ext. O (order-sheet of the Execution Case No. 12), and Ext. P (Sheristadar's report). There is evidence that D. W. 9 Shaikh Abdul Gani realized rents from the undertenants among whom 4 Kailasarak Road had been purchased out (?) and made over collection papers to Prince Kamar Kader who was Am-muktear of his wife. This witness collected rents from the tenants only for one year, namely, in 1313 or 1314. He worked under Amir Begum, Prince Kamar Kader and the defendant No. 2(b). I do not consider the evidence given by this witness either as unreliable or unbelieveable. The substance of his deposition is that he worked under the Prince and that the Prince took the collection papers. Considering that the Prince was Am-muktear of his wife and that there was no open rupture between the two till January 1917 when the Prince's Am-muktearnama was cancelled it is but

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natural that the Prince should look after his wife's affairs. But as soon as there was complete estrangement between the husband and the wife the latter asserted her own right, and as her allowance was stopped in 1918 by the Prince she was perhaps constrained to sell her jewelleries and also the property in suit. D. W. 1 Muhammad Taqui at page 14 of his deposition says that Amir Begum's allowance of Rs. 300 per month was stopped by the Prince in 1918 and that she was so much in need of money that she had to sell her jewelleries from time to time. Reading the deposition of D. W. I as a whole I cannot but come to the conclusion that the property in suit was sold by Amir Begum as she was in urgent need of money to maintain herself and her children and defendants (*sic*) who were all living with her at the time as her husband had ceased to help them. But before discussing the nature of her transaction with Hasem Ebrahim Salehji, husband of the plaintiff, and the latter's transactions with the defendant No. 1, I see if she was sufficiently rich to purchase the property in suit with her own money.

Defendants' Exhibit.

Ext. B(5)— Certified copy of judgment of the Subordinate Judge, 4th Court 24-Perganas in Title Suit No. 120 of 1930, dated the 21th September, 1932.

Amir Begum was the daughter-in-law of the Ex-King of Oudh and her husband Prince Kamar Kader was very rich. She lived at 123 Circular Garden Reach Road with her husband before the latter came under the harmful influence of Shaheba Khatoon in 1914 as stated by D. W. 2 Wazirali. The Prince died at the ripe old age of about 90 years on the 31st January. The Prince and his wife therefore enjoyed many years of happy married life. During all the time Amir Begum was getting a political pension of Rs. 300 per month besides a Wasika of Rs. 100 as stated by Prince Babar. A lady who had an independent income of Rs. 400 a month and who was living with her rich husband and was being maintained by him could easily amass a little fortune of Rs. 15,000 to Rs. Rs. 20,000 within the course of a few years. Besides that, Amir Begum must have received jewelleries and other property from her father-in-law and husband, and also from her father who was a member of a Royal family of Oudh. I can easily believe, therefore, that Amir was possessed of sufficient means to purchase the property in suit. That she was not in an impecunious (?) condition is borne out by the fact that she ran a separate establishment of her for several years after the advent of Shaheba Khatoon and was forced to raise money by selling the disputed property five years after the separation from the Prince. I am, therefore, unable to accept the contention of the learned Counsel for the plaintiff that Amir Begum had no money to buy the property. The evidence and the facts and circumstances discussed above very conveniently prove that Amir Begum was the owner of the disputed property. It is true that the Prince was in possession of the original sale deed and that when Amir Begum executed a deed of conveyance in favour of Hashan Saleji this deed could not be made over to him. But the Prince was her husband and Am-muktear, and so the possession of the sale deed by the Prince does not give rise to any presumption against her. There was open hostility

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Ext. B(5)— Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

between the husband and the wife and this explains why the Prince retained the document in his possession.

Having found that Amir Begum was the real owner of the property in suit and not her husband's Benamdar it becomes very easy to hold that the sale deed executed by her in favour of the plaintiff's husband was a *bona fide* document for consideration. I have no reason to believe that this document was executed in order to thwart her husband or to put pressure on him. The Prince could not certainly be frightened by the execution of this document in favour of Hashan Saleji (?) for he was in his death bed and was about to sever connection both with his married wife and the favourite mistress of his old age. It was simply a question of raising money and money was paid to Amir Begum by Hashan Saleji who was admittedly in such financial condition at the time of the execution of the document. From the recitals of the deed of conveyance Ext. F-41 it appears that Amir Begum had received Rs. 6,000 as earnest money on the 28th September, 1918 and had owed to Hashan Saleji Rs. 1340 on account of principal and interest due on Pronote, and that after deducting these two amounts from the consideration of Rs. 20,000 for the conveyance a sum of Rs. 10,860 was paid by Hashan Saleji on the date of execution of the document. Saleji was present in the Court room during the trial of the suit and evidently was looking after his wife's interest. But he did not dare to step into witness box and swear that the receipts of the deed of sale were incorrect and no money was paid to her as alleged in the deed. He found a substitute in P. W. 1 Mohammad Taqui who says in substance that under the advice of Amir Begum's legal adviser a Benami Kobala was executed in the name of Hashem Saleji, that Hossain (?) Saleji paid Rs. 20,000 when the Begum Shaheba executed the document, but as this was not a real sale the money was returned by the Begum as soon as the Registrar had left her house. This witness has told an egregious lie. The recitals of the document show that Rs. 10860 was paid on the date on which the documeut was executed. He is also contradicted by Babu Amulya Krishna Mitra, legal adviser of Amir Begum. Amulya Babu who has been examined by the defendant No. 1 swers that the Kobala was a genuine document and that Hashan Saleji paid about Rs. 1,100 in his presence out of consideration of Rs. 20,000 in the date of the document after deducting the balance on account of previous payments and some loans which were vested in the deed. I do not find the slightest cause for doubting the veracity of Amulya Babu. He could not have advised Amir Begum to execute a Benami Kobala in favour of Hashan Saleji for no useful purpose would have been served by the execution of such a document. The document was executed on the 25th January 1919 and the Prince died on the 31st January, 1919. The Prince was hopelessly ill when the document was executed and soon went out of the reach of every body. The execution of the document could not have the slightest effect on him. On the contrary it becomes very easy to believe that as Amir Begum was in urgent need of money she sold the property

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for the price mentioned in the document. Then the sale deed was taken by Hosain Saleji which fact militates against the theory of the document being a Benami one. If the document was merely a paper transaction Amir Begum would have taken care to keep the document in her own custody. Amir Begum's legal adviser would have at least instructed to retain it in her possession. Saleji was not related to Amir Begum and there could be no friendship between them. Then there was an agreement between Amir Begum and Hahshem Saleji that the latter would recover the property if the former could repay the consideration money with (?) the course of 2 years. Such an agreement was absolutely unnecessary if the document was really Benami. Then finally we have got the affidavit Ext. H(1) sworn by Hoshen Saleji when he mortgaged the property to the defendant No. 1. In this affidavit he declares himself to be the full and beneficial owner of the premises No. 4 Koilasarak Road. The defence adduced by the defendant No. 1 to prove the *bona fide* nature of the sale deed executed by Amir Begum in favour of the plaintiff's husband seems to be overwhelming.

Defendants' Exhibit.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

But the most *mala fide* part of the plaintiff's case seems to be the impeachment of the good faith of the transactions between the plaintiff's own husband and the defendant No. 1. Admittedly Hoshen Saleji was once a big merchant and was in affluent circumstances. But his business failed and he was declared an insolvent by the Hon'ble High Court. It however, appears that before the final collapse and the starting of the Insolvency proceedings Hashen Saleji was in urgent need of money to meet the insistent demands of some of the creditors of his firm. Defendant No. 1 Mahammad Elias swears in his deposition that Hashen Saleji came to him on the 20th December 1920 and asked him to pay Rs. 60,000, that on that date he paid Rs. 20,000 by a cheque to Hashen Saleji and Rs. 40,000 on the 4th January 1921 after two mortgage bonds had been executed in his favour, one by Hoshen Saleji mortgaging the property in suit, and the other by the plaintiff (wife of Hoshen Saleji) mortgaging 88 Phears Lane, and that each of these bonds was executed for Rs. 30,000. The defendant No. 1 has filed his bank account, Ext. G(1) to prove the payment of Rs. 20,000 on the 20th December to Hashen Saleji. The bank account, Ext. G(1) shows that on the 3rd January the defendant took out Rs. 40,000 out of which Rs. 10,000 were paid to Hashen Saleji and Rs. 30,000 to Jobeda Khatoon, wife of Ismail Saleji. These accounts are of the Imperial Bank of of India. The mortgage bond Ext. R(1) bears out the truth of the evidence of the defendant No. 1 in so far as the payments for the mortgage executed by Hoshen Saleji are concerned. The defendant No. 1 subsequently said (*sic*) Jobeda Khatoon on the mortgage bond executed by her and obtained a decree. Defendant No. 1 has examined Mr. Bepin Behary Palit, solicitor, and he has proved that the execution of the mortgage executed by Hoshen Saleji and the passing of consideration. Mohammad Taqui wants to say that when the financial position of Hoshen Saleji became shaky and he apprehended that his creditors

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might seize the property in dispute a consultation was held in which the witness Hashen Saleji, pleader Amulya Babu, Amir Begum, and Amir Begum's daughter's son Saddar Aga participated, that according to the decision arrived at by all these persons Hasen Saleji executed a Benami mortgage bond in favour of the defendant and that Hoshen Saleji gave Rs. 30,000 in one or two instalments to the defendant No. 1 to be shown as the consideration. I confess I am unable to swallow this story. It is palpably false and has been proved to be a pure invention of Mahammad Taqui by the unimpeachable evidence adduced by the defendant. It may be mentioned that Hoshen Saleji sat in the Court room daily during many days of the trial, but he did not venture his oath. Hasen Saleji concluded himself by the affidavit Ext. H which Messrs. Pugh &. Co., solicitors of the defendant No. 1, had taken from him on the 3rd January before the execution of his mortgage bond. If he had deposed in the suit and given a different story he would have rendered himself liable to prosecution. This explains why Mohammed Taqi was put into the witness box to swear that the mortgage executed by Hoshen Saleji in favour of the defendant No. 1 and the sale deed executed by Amir Begum in favour of Hoshan Saleji were Benami transactions while Saleji sat mute and did not speak a word about these transactions in which he was primarily concerned. The task of Mahammad Taqi however, ended when he finished his story by narrating that Bushan Sahji (*sic*) called the defendant No. 1 and explained to him the nature for executing a Benami mortgage on his name, and that the latter agreed to the proposal. Another witness, P. W. 3 Keshab Lal Pandit, was then put forward to finish the story commenced by Mahammad Taqi. After Hashen Sahaji had been adjudicated an insolvent on 8th December, 1921 the defendant No. 1 preferred his claim on the basis of his mortgage bond before the Insolvency Court. Ext. O(2) shows that he was permitted by the Hon'ble Court to bid for and purchase the mortgaged property at the auction sale to be held by the official assignee and to set off the purchase money against the amount to be found due on his mortgage bond. Keshab Lal Pandit says that the auction purchase was a collusive matter, that it was Hashan Sahji (*sic*) and the defendant No. 1 who took the leading part at the auction sale, and that Hashan Sahji took necessary steps to prevent would-be bidders to attned the auction sale because he did not went (*sic*) a high bid in order that the property might remain inside the circle of Benami so as to facilitate the return to the real owner". This witness is an old servant of Hashan Sahji and a confrere of P. W. 2 Wazir Ali. The auction sale took place after due publication of the sale notices *vide* notices, Exts. Q to Q 3, published in the Calcutta Exchange Gazette. No secrecy was observed and the property in suit was sold to the defendant No. 1 as his bid was the highest. He had advanced good many to Hashan Sahji upon the mortgage of this property and so naturally became anxious but it did not pass into the hands of other people. This explains why he offered the highest bid which was accepted by the official assignee. I do not think that Hashan Sahji had anything to do

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with the matter. Witness Keshab Lal Pandit cannot be believed. After the auction sale the official assignee executed a deed of conveyance, Ext. F, on 29th March 1923 drawn up by solicitors Messrs. Boral and Pyne. Items Exts. M to M(13) of the Ledger book of Messrs. Boral and Pyne of the year 1922-1923 show that all the expenses relating to this transaction including the official assignee commissions were paid by the defendant No. 1. I have thus no reason to suspect the *bona fides* of the deed of conveyance, Ext. F(1) executed by the official assignee Mr. Falkner. I, therefore, hold that the defendant No. 1 was a *bona fide* purchaser for value and that he was neither a Benamdar for Hashan Sahji, son of Amir Begum.

Defendants' Exhibit.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

The defendant No. 1 after his purchase of the disputed property mutated his name in the Municipal office, Exts. E(5) to E(14), but a conflict arose between him and the defendant 2(b ?), Mirza Syed Ali who had set up his right to the property as Mutwali of the Wakf estate executed by Prince Kamar Kader, his father by Wakfnama dated 14th June 1917, Ext. T. The defendant brought Title Suit No. 25 of 1924 of this Court for declaration of his title to and recovery of possession of the property in dispute not only against the defendant No. 2(a) but also against the tenants-at-will who were in actual occupation of the land. The suit was compromised with the defendant No. 2(b) who on receipt of Rs. 10,000 from the defendant relinquished whatever right he had in the property by virtue of his father's Wakfnama after obtaining possession of the District Judge *vide* Exts. X and O(1). Ext. X is the petition of defendant 2(b) taking the District Judge's permission and Ext. O(1) is the District Judge's order granting the permission to compromise the suit. As against other defendants the suit was decreed on contest *vide* Ext. C(1). The defendant No. 1 then improved the land in various ways and raised substantial buildings which have been inferred (?) for Rs. 81,000 *vide* Ext. K.

I accept the first part of the defence of the defendant No. 1 and hold that the property in dispute belonged to Amir Begum and that as the defendant No. 1 ultimately decided his title from Amir Begum the plaintiff is not competent to question this title the case being that the property belonged to Amir Begum's husband Prince Kamar Kader Bahadur, and that Zeete (?) Begum having inherited me that share as heir of her father this share is liable to attachment and sale in execution of the plaintiff's decree against her.

This leads me to the consideration of the second part of the defence which is pleaded in the alternative. About one year and a half before the death of Prince Kamar Kader he executed a Wakfnama comprising various properties including the property in suit and constituted himself to be the Mutwalli of the Wakf property during his life-time. The execution of this deed of Wakf has been proved by Mirza Altap Hosain, Chief priest of the Shia community

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Defendants' Exhibit.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

in Calcutta. The validity of the Wakfnama is challenged on the ground but every page of it was not signed by the Prince. But it is not necessary that every page of a document should be signed by the executant (A. T. R. 1929, Lahore 203). Then, there is the second objection that the Wakfnama did not purport to transfer possession. But it has been held in many cases that when the Sardar of a Wakf constitutes himself the first Mutwalli no transfer of possession is necessary. The second contention of the plaintiff is also overruled. She (*sic*) again, a third objection has been raised to the effect that the provisions regarding the masonry house No. 123, Circular Garden Reach Road being converted with (?) a mosque and performance of laziaderi ceremonies and other Muhurram ceremonies are illusory, and that as a matter of fact 123, Circular Garden Reach Road is being used by the present Mutwalli, defendant 26, as a residential house. But the evidence on this point is one-sided. All the witnesses who have been executed by the defendant to prove that the true character of the Wakfnama estate is but maintained by the present Mutwalli have sworn that the Mutwalli performs all the Mohurram ceremonies and that a room of 123, Circular Garden Reach Road has been set apart for prayers being held as in a mosque and that the hall of the house is being used as Imambara. There can be no doubt that a valid Wakfnama was executed by Prince Kamar Kader and of the present Mutwalli are not conforming to the provisions of the deed he can be removed by the Court on proof of breach of trust. But the misdeeds of a Mutwalli cannot either convert a Wakf property with a secular property or render the original Wakfnama invalid.

The learned Counsel for the plaintiff refers to the allegations made by the defendant No. 1 in paragraph 10 of the plaint in the Title Suit No. 25 of 1924, Ext. 1, and contends that the defendant No. 1 must be bound by these allegations, *viz.*, that the Wakfnama executed by Prince Kamar Kader was a collusive document and that neither a valid nor a *bona fide* Wakf was executed by that document. I have carefully read paragraph 10 of Ext. 1 and it appears to me that what defendant No. 1 meant to say was that the property in suit was fraudulently included in the Wakf under the influence of Shaheba Khatoon and that so much of the Wakfnama as related to that property was invalid. Supposing that the entire Wakfnama was impeached by the defendant No. 1 in the previous suit he is not precluded from showing that the Wakfnama was a *bona fide* document and a valid Wakf estate was created by it. The allegations in the plaint of the previous suit can be used only as admission against the defendant No. 1. But the evidence adduced in the present suit does not lead me to doubt the genuineness or validity of the Wakf. Even plaintiff's own witness Wazirali (P. W. 2) admitted the validity of the Wakf by executing a Kabuliyat Ext. 5, in favour of the defendant No. 2 (b) in respect of a portion of the Wakf properties of which lease was taken by him on 24th June 1924. Then against (*sic*) the deceased defendant No. 2 Juhi Begum who was to have received an allowance for her maintenance under the provisions of the Wakfnama did not challenge the validity of the

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Wakf created by her father and granted receipts Exts. R and R(1) for the money received by her. The admission of Zuhi Begum regarding the validity of the Wakf is of great importance as the plaintiff wants to attach a share of the property in suit alleging that she inherited it from her father. But Juhi Begum could not inherit as her father divested himself of whatever rights he had in the property by the execution of the Wakf. So even if the property in dispute had belonged to Prince Kamar Kader it cannot be attended (*sic*) and sold in execution of a decree against Juhi (?) Begum.

Defendants' Exhibit.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24- Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

The plaintiff's suit, therefore, fails on the merit.

The second part of Issue No. 13 relates the validity and sufficiency of the compromise effected by the defendant No. 2(b) with the defendant No. 2. I do not think that this issue can properly arise on the part. suit. If Juhi (?) Begum could have inherited a share in the property in dispute from her father and if the Wakf created by her father had been invalid she could not certainly have been bound by any action of the Mutwalli. The plaintiff could have then attended (*sic*) Juhi (?) Begum's share inspite of the fact that a compromise was effected by the Mutwalli with the defendant No. 1. But as I have held that the Wakfnama executed by Prince Kamar Kader was a valid document the compromise effected by the defendant 2(b) with the provision (*sic*) of the District Judge binds Juhi (?) Begum on whom a notice was duly served.

The suit being decided on the point in favour of the defendant No. 1 it will be unnecessary to decide Issue No. 12. But as the part(*sic*) has been argued before me I could like to hear (?) a brief discussion of the points raised in this issue. The defendant No. 1 evidently wants to seek the protection provided by 341 of the Transfer of Property Act. The provisions of section 41 can be invoked for help only by the transferee who took reasonable care (?) to ascertain that the transfer (*sic*) had power to make the transfer and who purchased the property in good faith and for value from the Ostensiha (*sic*) owner. But the defendant No. 1 admits on the last part of his cross-examination that he took the risk of Hashem Sahaji's (?) title being defective and he refrained from making an enquiry deliberately remaining content with only an affidavit Ext. H, sworn by Hassan Sahaji for want of proper care and caution and due enquiry the defendant No. 1 is precluded from taking shelter under 541 of the Transfer of Property Act although it is proved in the case that he vastly improved the condition of the land and erected substantial buildings at a cost of about one lakh of rupees.

Issue No. 12 is decided against the defendant No. 1.

Issues Nos. 10 and 11. These issues have been faintly urged by the learned advocate for the defendant No. 1. Ext. 4 is a certified copy of the decree obtained by official assignee against the deceased defendant No. 2 on 21st

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Defendants' Exhibit.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

August, 1923 and Ext. 3 is the certificate of transfer of the decree to the District Judge's Court at Alipore for execution and Ext. 5 shows that the decree was assigned to the present plaintiff. The present plaintiff was therefore, competent to execute the decree against Zuhi Begum, the deceased defendant No. 2. But I have already held that the third share of the disputed property cannot be attended (*sic*) and sold in execution of the decree against the deceased defendant.

Issues No. 4, 5 and 6. These issues have not been urged at all and need not be considered. I could urge these issues as being abandoned by the defendant No. 1.

Issue No. 7—The learned advocate for the defendant No. 1 contends that although the defendant No. 2 was not a party to the previous title suit, she was conducted by the compromise decree passed against the defendant No. 2(b) as Mutwalli; because she was a beneficiary under the deed of Wakf. The defendant No. 2 claimed a share as all (*sic*) of the heirs of her father by repudiating the Wakfnama. Such a defence was raised by the defendant No. 2 in the written ststement filed in this suit. As she was not a party to the previous suit she could not be bound by any decree passed in that suit in view of the nature of her claim in the property in dispute. The decision in the previous suit can not therefore be an adjudicate (?) against the plaintiff who wanted to follow the alleged share of the defendant No. 2 in the property in suit.

Issues Nos. 1 and 2—The allegations made in the plaint disclose a valid cause of action. The plaintiff having lost the claim case referred to above, she is entitled to maintain this suit against the defendant No. 1 the claimant, under Order 21, Rule 63, C. P. Code. These issues are answered in the affirmative.

Issue No. 3. The contesting defendant has not been able to find fault with the frame of the suit. This issue too is answered in the affirmative.

Issue No. 14. I can only say that the plaintiff's claim has not been proved in regard to the one-third share of the property in dispute. It is quite possible that the point that has been instituted by the plaintiff under the advice of Hashan Sahji (?) but I have not sufficient materials before all to arrive at the conclusion that the suit is the result of a grudge which Hasan Sahji bears against the defendant No. 1. I do not think that this issue was quite unnecessary. It was not urged before me.

Defendant No. 2(a) did not appear in the suit although duly summoned. Defendant No. 2(a) filed a written statement and contested the suit, but at the commencement of the trial I was told by the learned Counsel for the

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plaintiff that he could not proceed with the suit against him. So the suit shall be dismissed against him. But considering the fact that the defendant 2(b) did not incur the costs of a regular trial I allow him only half costs.

Defendants' Exhibit.

Order :

The suit is dismissed on contest with full costs against the defendant No. 1 and dismissed for default against defendants 2(a) and 2(b) but the defendant No. 2(b) will get half costs of the suit from the plaintiff. The costs decreed to both the defendants shall bear interest at 6 p. c. p. a. till realisation.

Ext. B(5)—Certified copy of judgment of the Subordinate Judge, 4th Court, 24-Perganas in Title Suit No. 120 of 1930, dated the 24th September, 1932.

Sd. Kshirodeswar Banerjee,

Offg. Subordinate Judge.

24-9-1932.

(Certified to be a true copy etc.)

Ext. B(5) (S. O.)

T. S. 1 and 2 of 1934

for defendants 3 and 4.

on 16-5-35.

N. B. Banerji,

3rd Addl. S. J.

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Ext. III—True copy of report of the Naib Tahsildar in Case No. 13 of the Court of the Sub-Divisional Officer, Lucknow.

Plaintiff's Exhibit.

Ext. III—True copy of report of the Naib Tahsildar in Case No. 13 of the Court of the Sub-Divisional Officer, Lucknow, dated the 15th March, 1932.

Copy of report of Naib Tahsildar dated 15th March, 1932 in Case No. 13, Mouza Bhobbar, Pargana Lucknow, in respect of correction of Khewat, in the Court of S. Mohammad Sahid Saheb, Sub. Div. Officer, Lucknow, decided on 11th May, 1932 in *re*:

N. Mirza Mohammad Syed Ali—*versus*—N. Hashim Ali Khan, S. D. O.

Prince Mirza Mohammad Syed Ali Bahadur has made an application under Section 33 of the L R. Act stating that Mirza Mohammad Abid Ali Khan was the owner of the plot No. 415 old corresponding to No. 455 (new settlement) and had endowed the property under a deed of Waqf dated 14th/16th June, 1917 and appointed the applicant as Mutwali after his own death. That Mirza Abid Ali known as Prince Qamar Bahadur died on 13th June 1919 leaving Shah Bahu Amir Begum his widow, Prince Mirza Mohammad Syed Ali Bahadur, his son and Mst. Zainat Ara Begum *alias* Chohi(?) Begum, his daughter as his heirs. That the widow died on 21st August, 1928 and that Zainat Ara Begum also died on 16th April, 1931 leaving the applicant and her husband Nawab Hashim Ali Khan as her heirs. He further says that on the death of Prince Qamar Qadar, the mutation was made in favour of all his three heirs *viz.* the widow, son and daughter mentioned above. This he alleges that the mutation order was made in contravention of the Waqfnama. He prays that the names of the widow and the daughter be removed from the Khewat and his name alone should be retained as a Mutwali and not as an heir of his father. I consulted the register of Intaqalat. It shows that on 19th November, 1931, the mutation was ordered to be made in the names of Hashim Ali and the applicant as heirs of Shah Bahu Begum and Zinnat Ara Begum. Hashim Ali has now -/2/8 recorded in the Khewat and the applicant has -/13/4 recorded in his name. It is obvious that there is no error in the existing entries of the Khewat. The applicant desires to force his Waqfnama. I think, the remedy for his is to have a declaratory order *re*: his title on the alleged Waqfnama from a competent Court.

Submitted for orders.

Sd. Mahesh Chandra,
15-3-32.

(True copy etc.)

Ext. III (S. O.)
T. S. 1 & 2 of 1934
on behalf of plaintiffs 1 and 1(a)
on 9-4-35.
N. B.,
3rd Addl. S. J.

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Ext. II—True copy of order of the Sub-Divisional Officer, Lucknow in Case No. 13 re: correction of Khewat.

Plaintiff's Exhibit.

Ext. II—True copy of order of the Sub-Divisional Officer, Lucknow in Case No. 13 *re*: correction of Khewat, dated the 11th May, 1932.

Copy of order passed by S. Mohd. Zahid Saheb, Sub-Divl. Officer, Lucknow in Case No. 13, Mouza Bhubar, Pargana Lucknow, *re.* correction of Khewat, decided on 11th May, 1932 in *re*:

Prince Mirza Mohd. Syed Ali *versus* Nawab Hashim Ali.

Order.

S. Zahur Ahmad, Advocate is present on behalf of Hashim Ali Khan. The opposite-party is represented by S. Shahansha Husain. The N. Tahsildar's report is clear and I agree with it. There is no mistake in the existing entries requiring correction. For the Wakf the applicant should go to Civil Court. Application is dismissed.

Sd. S. Mohd. Zahid.

11-5-32.

(True copy etc.).

Ext. II.

T. S. 1 & 2 of 1934

on behalf of plaintiffs 1 & 1(a)

on 9-4-35.

N. B.,

3rd Addl. S. J.

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Ext. B(2)—Certified copy of Judgment of the Municipal Magistrate, Calcutta in Case No. 3972B of 1931.

No. 199 of 1932.

Case No. 3972B of 1931.

Defendants' Exhibit.

Ext. B(2)—Certified copy of judgment of the Municipal Magistrate, Calcutta in Case No. 3972B of 1931, dated the 3rd December, 1932.

In the Court of the Presidency and Municipal Magistrate, Calcutta.

Present :—N. N. Gupta Esqr., M.A. (Oxon), Bar-at-Law,

Presidency and Municipal Magte., Cal.

Corporation of Calcutta,

versus

Mirza Mohammad Syed Ali Bahadur, Mutwali to the Wakf Estate of K. K. Bahadur, of 121, Circular Garden Reach Road *Re* :—121/1, Circular Garden Reach Road.

Under Section 488 of the Calcutta Municipal Act III (B. C.) of 1923.

346

Offence complained of and date of commission :—Failing to comply with the requisition of notice No. Bus. 375/58 under Sec. 344 served on 11th March, 1931 for (a) The improvement of Bustee No. 121/1, Circular Garden Reach Road within three months.

Date of offence :—11th June, 1931.

Sd. N. Chaudhury,

Assistant Bustee Surveyor.

Judgment.

I am quite satisfied that summons herein and notice under Sec. 346 have been duly served on the accused—the former on 28th November, the latter on March 11th, 1931.

I am also satisfied that such notice has not been complied with at all. I find therefore the accused guilty of the offence charged and sentence him to

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Defendants' Exhibit.

Ext. B(2)—Certified copy of judgment of the Municipal Magistrate, Calcutta in Case No. 3972B of 1931, dated the 3rd December, 1932.

pay a fine of Rupees Fifty (Rs. 50/-) under Sec. 346 of the Calcutta Municipal Act.

Vide order in Case No. 3976B.

Sd. N. N. Gupta,

Municipal Magistrate, Calcutta.

3-12-32.

(Certified to be a true copy etc.).

Ext. B(2).

T. S. 1 & 2 of 1934

for defendants 3 & 4

on 9-5-35.

N. B.,

3rd Addl. S. J.

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Ext. B(3)—Certified copy of judgment of the Municipal Magistrate, Calcutta, in Case No. 3974B of 1931.

Defendants' Exhibit.

Ext. B(3)—Certified copy of judgment of the Municipal Magistrate, Calcutta in Case No. 3974B of 1931, dated the 3rd December, 1932.

No. 200 of 1932.

Case No. 3974B of 1931.

In the Court of the Presidency and Municipal Magistrate, Calcutta.

Present:—N. N. Gupta Esqr., M. A., (Oxon), Bar-at-Law,

Presidency and Municipal Magistrate, Calcutta.

Corporation of Calcutta,

versus

Mirza Muhammad Syed Ali Bahadur, Mutwalli to the Wakf estate of K. K. Bahadur of 121, Circular Garden Reach Road *Re*:—120/1, Circular Garden Reach Road.

Under section 488/346 of the Calcutta Municipal Act III (B. C.) of 1923. Offence complained of and date of commission:—Failing to comply with the requisition of notice No. Bus. 373/58 under Sec. 346 served on 11th March 1931 for (a) the improvement of Bustee at No. 120/1, Circular Garden Reach Road within three months.

Date of offence:—11th June 1931.

Sd. N. Choudhury,

Assistant Bustee Surveyor.

Judgment.

I am fully satisfied from the evidence that summons to appear in Court and notice under Sec. 346 in this case were both duly served on the accused—the former on 28th November last, the latter on March 11, 1931.

I am also satisfied that such notice under section 346 has not been complied with. The accused Mirza Muhammad Syed Ali Bahadur is therefore

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Defendants' Exhibit.

Ext. B(3)—Certified copy of judgment of the Municipal Magistrate, Calcutta in Case No. 3974B of 1931, dated the 3rd December, 1932.

guilty of the offence charged and I find accordingly. He is sentenced to pay a fine of Rupees Fifty under Sec. 346 of the Municipal Act. *Vide* also Order in Case No. 3976B.

Sd. N. N. Gupta,

Municipal Magistrate, Calcutta.

3-12-32.

10

(Certified to be a true copy etc.).

Ext. B(3).

T. S. 1 & 2 of 1934

for defendants 3 & 4

on 9-5-35.

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N. B.,

3rd Addl. S. J.

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Ext. B(4)—Certified copy of judgment of the Municipal Magistrate, Calcutta in Case No. 3975B of 1931.

Defendants' Exhibit.

Ext. B(4)—Certified copy of judgment of the Municipal Magistrate, Calcutta in Case No. 3975B of 1931, dated the 3rd December, 1932.

No. 201 of 1932.

Case No. 3975B of 1931.

In the Court of the Presidency and Municipal Magistrate, Calcutta.

Present :—N. N. Gupta Esqr., M. A. (Oxon), Bar-at-Law,

Presidency and Municipal Magistrate, Calcutta.

Corporation of Calcutta,

versus

Mirza Muhammad Syed Ali Bahadur, Mutwalli to the Wakf estate of late K. K. Bahadur of 121, Circular Garden Reach Road. *Re* :—120, Circular Garden Reach Road.

Under Sec. 488/346 of the Calcutta Municipal Act III (B. C.) of 1933. Offence complained of and date of commission :—Failing to comply with the requisition of notice No. Bus. 372/58 under Sec. 346 served on 11th March, 1931 for (a) the improvement of Bustee at No. 120, Circular Garden Reach Road within three months.

Date of Offence—11th June, 1931.

Sd. N. Choudhury,

Asst. Bustee Surveyor.

Judgment.

I am quite satisfied that summons herein to appear in Court and notice under Section 346 were both duly served on the accused—the former on 28th November, the latter on March 11, 1931.

I am also satisfied from the evidence that such notice under Sec. 346 has not been complied with at all. I find therefore the accused guilty and

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Defendants' Exhibit.

Ext. B(4)—Certified copy of judgment of the Municipal Magistrate, Calcutta in Case No. 3975B of 1931, dated the 3rd December, 1932.

sentence him to pay a fine of Rupees Fifty (Rs. 50) under Sec. 346 of the Municipal Act—*vide* also order in Case No. 3976B.

Sd. N. N. Gupta,

Municipal Magistrate, Calcutta.

3-12-32.

(Certified to be a true copy etc.)

Ext. B(4).

T. S. 1 and 2 of 1934

for defendants 3 & 4

on 9-5-35.

N. B.,

3rd Addl. S. J.

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Ext. X(3).—Certified copy of decree in Money Suit No. 891 of 1932 of the 1st Court of the Munsiff, Alipore.

Defendants' Exhibit.

Ext. X(3)—Certified copy of decree in Money Suit No. 891 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 14th July, 1933.

Decree in Original Suit.

(Order 20, Rules 6 and 7, Code of Civil Procedure).

District 24-Perganas.

In the Court of the 1st Munsiff at Alipore,

District 24-Perganas.

Money Suit No. 891 of 1932.

Mirza Muhammad Syed Ali Bahadur, Mutwalli to the Wakf Estate of late Prince Qamar Qader Mirza Muhammad Abed Ali Bahadur, having his Head Office at 123, Circular Garden Reach Road, P. S. Watgunj, District 24-Perganas ... ... *Plaintiff,*

versus

(1). Abdul Kader, (2). Abdul Jabbar, (3). Abdul Sattar, (4). Abdul Wahed, (5). Muhammad Ismail, minor, (6). A. Sobhan (minor), (7). Haliman Bibi, (8). Amina Bibi, (9). Abeda Khatun, (10). Sufia Khatun, (11). Meheraban Bewa, widow of late Dedar Baksh Mistry. Defendants 6 and 7 (*sic*) are represented by their guardian and mother the defendant No. 11. Father's name—Dedar Baksh Mistri, resident of 10, Ekbalpore Road.

Claim.

The plaintiff has instituted this suit for recovery of Rs. 180, being the arrears of rent due from September, 1929 to August, 1932 in respect of 5 Cottahs of land appertaining to premises No. 10 Ekbalpore Road, within Thana Ekbalpore, Mouza Kidderpore, which the defendant held as a tenant under the plaintiff at a rent of Rs. 5 per month.

Suit valued at Rs. 180.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Defendants' Exhibit.

Ext. X(3)—Certified copy of decree in Money Suit No. 891 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 14th July, 1933.

This suit coming on this day for final disposal before Babu Narayan Chandra Bose, 1st Munsiff, in the presence of Moulvi Ibne Imam, pleader for the plaintiff, and of Babu Manisha Nath Banerjee, pleader for the defendant, it is ordered and decreed that the suit be decreed for Rs. 214-8-0 as principal and costs, on the admission of the defendants Nos. 1 and 11.

The defendants do pay the said amount in instalments of Rs. 5 per month, from July, 1933. In case of default in payment of 2 consecutive instalments, it shall be deemed that there has been default in respect of all the instalments and the plaintiff do get payment of the entire amount by execution of the decree.

Given under my hand and the Seal of this Court, this the 14th day of July, 1933.

(Sd.) N. C. Bose,

Munsiff.

24-7-33.

Costs of the Suit.

Plaintiff—	Rs.	A.	P.
Stamp for plaint	20	4	0
Do. for Vakalatnama	1	0	0
Do. for applications	3	0	0
Pleader's-fee on Rs. 180	4	8	0
Costs of service of processes	3	8	0
Affidavit	1	0	0
Demi papers	0	4	6
Adjournment cost not to be paid in cash (to be added or deducted, as the case may be) ...	1	0	0
Total ...	34	8	6

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Defendants'———Nil.

(*Usual notice to take back documents—omitted*).

(Sd.) N. C. Bose,

Signature of the Presiding Officer.

Date—24-7-33.

(Certified to be a true copy, etc.)

Ext. X(3).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 9-5-35.

N. B.,

3rd. Addl. S. J.

Defendants' Exhibit.

Ext. X(3)—Certified copy of decree in Money Suit No. 891 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 14th July, 1933.

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Ext. X(4)—Certified copy of decree in Money Suit No. 895 of 1932 of the 1st Court of the Munsiff, Alipore.

Defendants' Exhibit.

Ext. X(4)—Certified copy of decree in Money Suit No. 895 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 20th July, 1933.

Decree in Original Suit.

(Order 20, Rules 6 and 7, Code of Civil Procedure).

District 24-Perganas.

In the Court of the 1st Munsiff at Alipore.

Money Suit No. 895 of 1932.

Mirza Muhammad Syed Ali, Mutwalli to the Estate of late Prince Qamar Qader Mirza Muhammad Abed Ali Bahadur, having his office at 123, Garden Reach Road, P. S. Watgunj ... *Plaintiff*,

versus

Abdul Rahim, father's name Sk. Elahi Baksh, resident of 17, Ekbalpore Lane, P. S. Ekbalpore, District 24-Perganas ... ... *Defendant.*

Claim.

The defendant not having paid the rent from April 1926 to March 1932 in respect of 1½ Cottahs of homestead land appertaining to premises No. 10, Ekbalpore Road, within Thana Ekbalpore, Mouza Kidderpore, which he held as a tenant under the plaintiff at a rental of Rs. 3 per month, this suit has been instituted for recovery of Rs. 216 as rent.

Suit valued at Rs. 216.

This suit coming on this day for final disposal before Babu Narayan Chandra Bose, Munsiff, in the presence of Moulvi Ibne Imam, pleader for the plaintiff, and of Babu Usha Nath Sen, pleader for the defendant, it is ordered and decreed that the suit be decreed for Rs. 254-4-9 inclusive of costs, on the defendant's admission. The defendant do pay the said amount in claim in instalments as follows, *viz.*, Rs. 20 in August 1933 and thereafter Rs. 3 per month, subject to the condition that in case of default in payment of one instalment, it shall be deemed that there has been default in respect of all the instalments.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Defendants' Exhibit.

Ext. X(4)—Certified copy of decree in Money Suit No. 895 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 20th July, 1933.

Given under my hand and the Seal of the Court, this the 20th day of July, 1933.

(Sd). N. C. Bose,

Munsiff.

1-8-33.

Costs of the Suit.

Plaintiff—	Rs.	A.	P.
1. Stamp for plaint	24	12	0
2. Stamp for Vakalatnama	1	0	0
3. Stamp for applications	3	0	0
4. Pleader's fee on Rs. 216	5	14	3
5. Cost of service of process	2	0	0
6. Affidavit	1	0	0
7. Demi papers	0	5	6
8. Postage	0	5	0
Total ...	38	4	9

(*Usual notice to take back documents—omitted*).

(Sd). N. C. Bose,
Signature of the Presiding Officer.

Date 1-8-33.

(Certified to be a true copy, etc.)

Ext. X(4).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 9-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. X(5)—Certified copy of decree in Money Suit No. $\frac{48 \text{ of } 1933}{898 \text{ of } 1932}$ *of the* $\frac{\text{Addl. Court}}{\text{1st Court}}$ *of the Munsiff, Alipore.*

Defendants' Exhibit.

Ext. X(5)—Certified copy of decree in Money Suit No. 48 of 1933 / 898 of 1932 of the Addl. Court / 1st Court of the Munsiff, Alipore, dated the 2nd September, 1933.

Simple Money Decree.

Section 34 of the Code of Civil Procedure.

District 24-Perganas.

In the Court of the Addl. Munsiff at Alipore.

Money Suit No. 48 of 1933.

898 of 1932—(1st Munsiff's Court).

Mirza Muhammad Syed Ali Bahadur, Mutwalli to the Wakf Estate of late Prince Qamar Quader Mirza Muhammad Abed Ali Bahadur, of 123, Circular Garden Reach Road, P. S. Watgunj, District 24-Perganas ... ... *Plaintiff,*

versus

Sm. Joygun Bewa, father's name Rahaman Sheikh, of 7, Koila Sarak Road ... ... *Defendant.*

Claim.

The plaintiff has instituted this suit on a prayer for recovery of Rs. 180, being the arrears of rent from September 1926 to August 1932 in respect of 5 Cottahs of land appertaining to No. 7, Koila Sarak Road, Mouza Kidderpore, Thana Ekbalpore, District 24-Perganas, at the rate of Rs. 2-8-0 per month.

Suit valued at Rs. 180.

This suit coming on this day for final disposal before Babu Panchkori Sarkar, Additional Munsiff, in the presence of Syed Ibne Imam, pleader for the plaintiff, and of Babu Satyanarayan Das, pleader for the defendant, it is ordered and decreed that this suit be decreed, with the consent of both the parties. The defendant do pay the sum of Rs. 180 in claim and the sum of Rs. 30-4 as cost, in all Rs. 210-4, in instalments of Rs. 10 per month from this day, and the remaining sum in the last month. In case of default in payment of 3 consecutive instalments, it shall be deemed that there has been a default in respect of all the instalments, and the plaintiff shall realise the entire unrealised sum at a time.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Defendants' Exhibit.

Ext. X(5)—Certified copy of decree in Money Suit 48 of 1933 No. 898 of 1932 of the Addl. Court 1st Court of the Munsiff, Alipore, dated the 2nd September, 1933.

Given under my hand and the Seal of the Court, this the 2nd day of September 1933.

(Sd.) Panchkori Sarkar,
Munsiff.
7-9-33.

Costs of the Suit.

Plaintiff:—	Rs.	a.	p.	Defendant:—	Rs.	a.	p.
1. Stamp for plaint ...	20	4	0	(1). Stamp for Vakalatnama ...	1	0	0
2. Do. for Vakalatnama ...	1	0	0	(2). Do. for application and affidavit	1	8	0
3. Do. for applications and affidavits	2	4	0	(3). Costs of exhibits and of copies under Bankers' Books' Evidence Act of 1891			
5. Pleader's fee on Rs. 180 ...	4	8	0	(4). Pleader's fee	4	8	0
6. Subsistence allowance for attendance of witnesses (with that of the party, if allowed by the Court)				(6). Cost of service of process			
7. Costs of service of process ...	2	0	0	(7). Commissioner's fee			
8. Commissioner's fee				(8). Demi papers	0	0	3
9. Demi papers	0	4	0				
Total ...	30	4	0	Total ...	7	0	3

(*Usual notice to take back documents—omitted*).

Date 7-9-33.

(Sd.) P. K. Sarkar,
Signature of the Presiding Officer.

(Certified to be a true copy, etc.)

Ext. X(5).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 9-5-35.

N. B.,
3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. X(2)—Certified copy of decree in Money Suit No. 894 of 1932 of the 1st Court of the Munsiff, Alipore.

Defendants' Exhibit.

Ext. X(2).—Certified copy of decree in Money Suit No. 894 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 5th September, 1933.

Decree in Original Suit.

(Order 20, Rules 6 and 7, Code of Civil Procedure).

District 24-Perganas.

In the Court of the 1st Munsiff at Alipore.

Money Suit No. 894 of 1932.

Mirza Muhammad Syed Ali Bahadur, Mutwalli to the Wakf Estate of late Prince Qamar Quader Mirza Muhammad Abed Ali Bahadur, having his Head Office at 123, Circular Garden Reach Road, P. S. Watgunj, District 24-Perganas ... ... *Plaintiff*,

versus

Sm. Hazrah Bewa, of 18/1, Koila Sarak Road, P. S. Ekbalpore, District 24-Perganas ... ... *Defendant.*

Claim.

The defendant not having paid the rent from March 1928 to August 1932 in respect of 2 Cottahs of homestead land at No. 18/1, Koila Sarak Road, which she held as tenant under the plaintiff at a rental of Rs. 2 per month, this suit has been instituted by the plaintiff for recovery of Rs. 108 on account of rent.

Suit valued at Rs. 108.

This suit coming on this day for final disposal before Babu Narayan Chandra Bose, Munsiff, in the presence of Syed Ibne Imam, pleader for the plaintiff, and of Babu Badarikanath Bhattacharya, pleader for the defendant, it is ordered and decreed that this suit be decreed in terms of compromise. The defendant do pay to the plaintiff the sum of Rs. 108 claimed by him and Rs. 17-4-9 on account of costs, in all Rs. 125-4-9, in instalments of Rs. 5, which is to be paid by the 5th day of every month from October, 1933. In case of default in payment of one instalment, it shall be deemed that there has been default in respect of all the instalments. And, on account of the costs of this suit, the defendant do pay to the plaintiff the sum of Rs. 17-4-9.

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Given under my hand and the Seal of the Court, this the 5th day of September 1933.

Defendants' Exhibit.

Ext. X(2)—Certified copy of decree in Money Suit No. 894 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 5th September, 1933.

(Sd.) N. C. Bose,

Munsiff,

12-9-33.

Costs of the Suit.

Plaintiff :—		Rs.	A.	P.
1. Stamp for plaint	... ...	9	12	0
2. Stamp for Vakalatnama	... ...	1	0	0
3. Stamp for application	... ...	2	4	0
5. Pleader's fee on Rs. 108	... ...	2	11	0
7. Cost of service of process	... ...	1	0	0
9. Demi papers	... ...	0	4	6
Postage	...	0	4	9
Total	...	17	4	9

(Usual notice to take back documents—omitted).

12-9-33. Sd. N. C. Bose.

(Certified to be a true copy, etc.)

Ext. X(2).

T. S. 1 and 2 of 1934
for defendants 3 and 4
on 9-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. X(1)—Certified copy of decree in Money Suit No. 81 of 1933 / 892 of 1932 *of the Court of the Addl. Munsiff, Alipore.*

Defendants' Exhibit.

Ext. X(1)—Certified copy of decree in Money Suit No. 81 of 1933 / 892 of 1932 of the Court of the Addl. Munsiff, Alipore, dated the 14th September, 1933.

Simple Money Decree.

Section 34 of the Code of Civil Procedure.

In the Court of the Additional Munsiff of District 24-Parganas.

Money Suit No. 81 of 1933 / 892 of 1932.

Mirza Muhammad Syed Ali Bahadur, Mutwalli of the Wakf Estate of Prince Qamar Quader Mirza Muhammad Abed Ali Bahadur, having his Sadar office at 123 Garden Reach Road, Thana Watgunj, District 24-Parganas ... ... *Plaintiff,*

versus

(1) Mahmuda Khatoon Bewa, widow of Kamar (?) Butler deceased, (2) Kachi Lall, (minor), son of late Kanu Butler, represented by his guardian and mother Mahmuda Khatoon Bewa, of No. 9 Hossain Shaha Road, Thana Ekbalpore, District 24-Parganas ... ... *Defendants.*

Claim.

For Rs. 297 on account of rent of homestead land from January to March 1930 at the rate of Rs. 7/- per month.

Suit valued at Rs. 297.

This suit coming on this day for final disposal before Babu Panchkari Sarkar, Additional Munsiff, in the presence of Syed Ibne Imam, pleader

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Defendants' Exhibit.

Ext. X(1)—Certified copy of decree in Money Suit 81 of 1933 No. 892 of 1932 of the Court of the Addl. Munsiff, Alipore, dated the 14th September, 1933.

for the plaintiff, and of Babu Usha Nath Sen, pleader for the defendant, it is ordered and decreed with the consent of the plaintiff that the defendant do pay to the plaintiff Rs. 297 in instalments as per details below and the sum of Rs. 53-2-3p. on account of the total cost of this suit.

Details of Instalments.

The defendant shall pay the plaintiff the decreed sum of Rs. 297 in instalments of Rs. 15 per month, from October 1933. In case of default in payment of 3 consecutive instalments or any part thereof, the plaintiff shall realise from the defendant by suit the amount due in respect of all the Kists together.

Given under my hand and the seal of the Court, this the 14th day of September 1933.

(Sd.) Panch Kari Sarkar,
Munsiff.
18-9-33.

Costs of Suit.

Plaintiff		Amount. Rs.	A.	P.
1. Stamp for plaint	... ...	33	12	0
2. Do. for Vakalatnama	... ...	1	0	0
3. Stamp for applications	... ...	3	0	0
4. Stamp for Affidavit	... ...	1	0	0
5. Pleader's fee on Rs. 297	... ...	7	15	0
7. Cost of service of process	... ...	2	0	0
8. Commissioner's fee	... ...	0	0	0
9. Demi papers	... ...	0	2	3
Guardian fee	... ...	4	5	0
	Total	53	2	3

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(Usual notice to take back documents—omitted).

(Sd.) P. K. Sarkar,

Date 18-9-33.

Signature of the Judge.

(Certified to be a true copy etc.)

Defendants' Exhibit.

Ext. X(1)—Certified copy of decree in Money Suit 81 of 1933 No. 892 of 1932 of the Court of the Addl. Munsiff, Alipore, dated the 14th September, 1933.

Ext. X(1).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 9-5-35.

N. B.,

3rd Addl. S. J.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. X(6)—Certified copy of decree in Title Suit No. 889 of 1932 of the 1st Court of the Munsif, Alipore.

Defendants' Exhibit.

Ext. X(6)—Certified copy of decree in Title Suit No. 889 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 14th September, 1933.

Decree in original suit.

(Order 20, Rules 6 & 7, Code of Civil Procedure).

District 24-Parganas.

In the Court of the 1st Munsif at Alipore.

Title Suit No. 889 of 1932.

Mirza Mohammad Syed Ali Bahadur, Mutwalli to the Wakf Estate of late Prince Qamar Quader Mirza Mohammad Abed Ali Bahadur, having his head office at 123, Circular Garden Reach Road, P. S. Watgunj ... ... *Plaintiff,*

versus

(1) Shamsuddin Ahmad, (2) Zamaluddin Ahmad, heirs of late Munshi Sharafuddin, of 4, Shah Aman Lane ... ... *Defendants.*

Claim.

Suit on a prayer for awarding to the plaintiff Khas possession of the land in the Schedule on removal of the huts of the defendant therefrom, as also for a decree for Rs. 71/8/- on account of *mesne profits* up to September, 1932.

Suit valued at Rs. 81/8/-.

Schedule of land.

All that piece or parcel of Bustee and homestead land measuring 6 Cottahs, more or less, appertaining to premises No. 11, Koila Sarak Road in Mouza Kidderpore.

North—Doba of the Wakf Estate.

East—Huts of Sk. Mahammadi and Summoo Sarkar.

South—Ekbalpore Road.

West—Huts of Bechui Bibi.

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Defendants' Exhibit.

Ext. X(6)—Certified copy of decree in Title Suit No. 889 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 14th September, 1933.

This suit coming on this day for final disposal before Babu Narayan Chandra Bose, Munsiff in the presence of Syed Ibne Imam, pleader for the plaintiff, and of Babu Satya Charan Mondol, pleader for the defendant, it is ordered and decreed that this suit be decreed in terms of Solenama and that the Solenama be treated as a part of the decree.

Given under my hand and the Seal of the Court, this the 14th day of September, 1933.

(Sd.) N. C. Bose, 10

Munsif:

24-10-33.

(Usual notice to take back documents—omitted).

(Sd.) N. C. Bose,

Signature of Presiding Officer. 20

Dated 24-10-33.

(Certified to be a true copy etc.).

Ext. X(6).

T. S. 1 & 2 of 1934

for defendants 3 & 4 30

on 9-5-35.

N. B.,

3rd Addl. S. J.

40

CC-0. Public Domain. Jangamwadi Math Collection, Varanasi

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Ext. X—Certified copy of decree in Suit No. 878 of 1932 of the 1st Court of the Munsiff, Alipore.

Defendants' Exhibits

Ext. X—Certified copy of decree in Suit No. 878 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 9th November, 1933.

Decree in Original Suit.

(Order 20, Rules 6 and 7 of the Code of Civil Procedure).

In the Court of the 1st Munsiff, Alipore of District 24-Parganas.

Suit No. 878 of 1932.

Mirza Muhammad Syed Ali Bahadur, Mutwalli to the Wakf Estate of late Prince Qamar Quader Mirza Muhammad Abed Ali, having his head office at 123 Circular Garden Reach Road, P. S. Watgunj, (District) 24-Parganas ... ... *Plaintiff,*

versus

Seikh Ramjan Ali, son of Hossain Ali Serang, 6 Koila Sarak Road, P. S. Ekbalpore, (District) 24-Parganas ... ... *Defendant.*

Claim.

This suit has been instituted on a prayer for awarding to the plaintiff Khas possession of the schedule property on removal of the defendant's huts therefrom and for awarding to him Rs. 64/8 on account of *mesne profits* from Jaista to 4th Aswin of 1339 B. S., and also *mesne profits* at the rate of -/8/- per diem up to the date of getting possession of the land.

Value (of the suit).

		Rs.	A.	P.
For ejectment	...	14	10	0
For *mesne profits*	...	64	8	0
	Total	79	2	0

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Schedule of land.

Defendants' Exhibit.

Ext. X—Certified copy of decree in Suit No. 878 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 9th November, 1933.

All that piece or parcel of Bustee or homestead land measuring 10 Cottahs 8 Chittaks, more or less, appertaining to the premises No. 6 Koila Sarak Road in Mouza Kidderpore, P. S. Ekbalpore, District 24-Parganas, and bounded as follows:—

On the North—Bustee passage.

On the East—Debaland (*sic*) of the Wakf Estate.

On the South—Drain and then 7 Koila Sarak Road.

On the West—Tenanted land of Forid Mistry and tank.

The plot has been numbered 6 Koila Sarak Road by the Calcutta Municipality.

This suit coming on this day for final disposal before Babu Narayan Chandra Bose, Munsiff, in the presence of Babu Bimal Chandra Ganguli, pleader for the plaintiff, and in the absence of the defendant, it is ordered and decreed that this suit be decreed *ex parte*. The plaintiff do get Khas possession of the disputed land on eviction of the defendant therefrom. The defendant do remove his huts from the disputed land within two months from this date. The plaintiff do get Rs. 64/8/- from the defendant on account of *mesne profits* up to 4th Aswin 1339 B. S. and also *mesne profits* after that date at the rate of Rs. 21 per month, up to date of getting Khas possession of the land. And, the defendant do pay to the plaintiff Rs. 15/15/6 on account of the costs of this suit.

Given under my hand and the Seal of the Court, this the 9th day of November 1933.

(Sd.) N. C. Bose,

Munsiff.

17-11-33.

Costs of the Suit.

Plaintiff.		Amount. Rs. A. P.
Stamp on plaint	... ...	3 2 0
Vakalatnama	... ...	1 0 0

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		Rs.	A.	P.
Petitions ...	...	3	10	0
Pleader's fee on Rs. 79-2-0 ...	...	2	0	0
Cost of service of processes ...	...	3	0	0
Demy papers ...	...	0	3	6
	Total	15	15	6

Defendants' Exhibit.

Ext. X—Certified copy of decree in Suit No. 878 of 1932 of the 1st Court of the Munsiff, Alipore, dated the 9th November, 1933.

(Usual notice to take back documents—omitted.)

(Sd.) N. C. Bose,
Munsiff.
17-11-33.

(Certified to be a true copy etc.)

Ext. X.

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 9-5-35.

N. B.,

3rd Addl. S. J.

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Ext. B(1)—Certified copy of judgment of the Addl. Munsiff, Alipore in Title Suit No. 95/877 of 1933/32.

Defendants' Exhibit.

Ext. B(1)—Certified copy of judgment of the Addl. Munsiff. Alipore in Title Suit No. 95/877 of 1933/32, dated the 25th November, 1933.

District 24-Parganas.

In the Court of the Additional Munsiff at Alipur.

Present:—Babu Panchkori Sarkar, Addl. Munsiff, Alipur.

The 25th day of November, 1933.

Title Suit No. 95/877 of 1933/32.

Mirza Mahammad Syed Ali Bahadur, Mutwalli to the Wakf Estate of Prince Kamar Kader Mirza Md. Abed Ali Bahadur ... ... *Plaintiff*,

Against

Zabeda Khatoon *alias* Jagu Bibi and another ... *Defendants.*

This is a suit for ejectment on service of notice to quit and for *mesne profits*. The case for the plaintiff is that the defendants were monthly tenants-at-will under him in respect of premises No. 7, Ekbalpur Road appertaining to the above Wakf Estate, that the defendants' rent being very low he called upon them to pay enhanced rent and served them with a notice to quit the premises on 30th April, 1932. In case they were not agreeable to pay enhanced rent, that they did not agree thereto nor did they vacate the premises as they had been called upon to do and so the plaintiff seeks to eject them their tenancy having been determined by the said notice. He also asks for damages for use and occupation of the premises since the 1st of May 1932 and assesses the same at Rs. 71-8.

The defendants plead defect of party their case being that there are other tenants of the premises and claim Mokarari Mourashi right on the ground that they have been paying rent at the same rate for a very long time and have Pucca structures on the premises. They deny receipt of any notice to quit or any notice for payment of enhanced rent and contend that even if any notice was sent it was not valid and sufficient and had not determined their tenancy. Finally they contest the claim for damages and themselves claimed compensation in the event of ejectment, other objections were not pressed.

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Defendants' Exhibit.

Ext. B(1)—Certified copy of judgment of the Addl. Munsiff, Alipore in Title Suit No. 95/377 of 1933/32, dated the 25th November, 1933.

Issues.

1—Is the suit bad for defect of party?

2—Are the defendants monthly tenants-at-will in respect of the premises in suit or have they Mokrari Mourashi right as alleged? Can they be ejected?

3—Was any notice to quit served upon the defendants? Is the said notice valid and sufficient? Has the defendants' tenancy been determined thereby?

4—Can the plaintiff get any damages? If so, how much?

5—Are the defendants entitled to get any compensation?

Findings.

Issue No. 1.—It appears that the original tenants of the premises were two persons Khoda Bux and his wife Bhundi Bewa. Defendant Zobeda is their daughter and defendant No. 2 Abdul Karim is her husband. The latter claims that he is not a tenant of the premises and as such not a necessary party to the suit and it is further contended that the son of Khoda Bux who is in occupation of the premises is also a necessary party. It appears, however, that in a written-statement filed in a previous suit for taxes between the parties in the Sealdah S. C. Court the defendant No. 1 admitted that she and her husband alone were the tenants of the premises and in occupation thereof and there is no evidence that the son of Khoda Bux ever paid rent to the plaintiff or was recorded as tenant in the plaintiff's papers or received rent receipts in his name. In the valuation statement of the Corporation of Calcutta also the name of Khoda Bux's son does not appear. I am not satisfied therefore that he is a necessary party or that the defendant No. 2 is not a necessary party. Khoda Bux's son has not come forward to claim the premises and the tenancy being a tenancy-at-will as I shall presently show there is no question of his having inherited the tenancy from his parents. After the death of Khoda Bux and Bhundi Bewa the present defendants were accepted as tenants and they have been in occupation since. The plaintiff, has therefore rightly sued them after giving them notice to quit.

Issue No. 2.—There is nothing to show that the defendants are Mokarari Mourashi tenants. There is not a scrap of paper filed by them. They claim that they paid rent annually at the rate of Rs. 2 but there is no evidence to that effect. Some rent receipts were produced but they were not proved and admittedly they were not received from the plaintiff. The previous rental according to the plaintiff's papers was 12as. and 9p. per mensem (Exts. 2 and 2a) and thereafter the rent is said to have been enhanced to Rs. 1-12-8

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but no evidence of collection of this rent is forthcoming. Anyhow the defendants have not proved any grant of Mokarari Mourashi right nor any other circumstance from which this grant can be inferred. They have structures on the land with pucca plinths or floors roofed with tiles or corrugated iron sheets. It has been claimed that the walls of some of the huts or rooms are also brick-built but even if that were so that would not show that the tenancy was permanent in the absence of any other circumstances. The Municipal rate for the premises is paid by the plaintiff as is proved by the bills produced. The lands are Bustee lands with structures usually found thereon and the rent is payable monthly. I have no doubt therefore that the tenancy of the defendants was a tenancy-at-will terminable by notice to quit. I decide this issue accordingly.

Defendants' Exhibit.

Ext. B(1)—Certified copy of judgment of the Addl. Munsiff Alipore in Title Suit No. 95/877 of 1933/32, dated the 25th November, 1933.

Issue No. 3.—The notice to quit was sent to the defendants by registered post but they refused to accept it. The peon who took the letter for delivery could not be produced as he is away on leave but his overseer was examined and he has proved from the Post Office record that this letter was made over to the said peon Maula Bux for delivery and that he returned it with the endorsement refused. The endorsement on the back of the cover bears, date 13th April, 1932 in the hand-writing of the said peon. I can presume therefore that the letter was tendered in the ordinary course of business to the defendants who were the addressees at 7, Ekbalpur Road and that they refused to accept it. The notice was signed by the plaintiff and called upon the defendants to pay enhanced rent at the rate of Rs. 14-4 per month with effect from the 1st of May and if they agreed to the same, to come to the plaintiff's office and settle the matter within two weeks from the date of receipt of the notice or in the alternative to vacate the land at the end of April 1932. According to the endorsement on the cover the notice must have been tendered to the defendants on or before 13th April, 1932 and so they had clear 15 days' notice, the premises being used for residential purpose, but they neither came and agreed to enhancement of rent nor vacated the premises as called upon. I find therefore that the notice was valid and sufficient and that the defendants' tenancy has been determined thereby. The plaintiff is therefore entitled to eject the defendants.

Issues Nos. 4 and 5.—No ground has been made out by the defendants for recovery of any compensation. They have been holding on very low rent and it is in evidence that the neighbouring lands fetch much higher rent and that the defendants themselves have let out premises to sub-tenants and have got a good income therefrom. But they made no approach to the plaintiff when higher rent was demanded. They have of course got several structures on the land but they are not irremovable. I am not satisfied from their conduct that they are entitled to get any compensation on equitable grounds. I do not however, grant any damages to the plaintiff as the defendants will have to incur some expense for removal of the structures.

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Defendants' Exhibit.

Ext. B(1)—Certified copy of judgment of the Addl. Munsiff, Alipore in Title Suit No. 95/377 of 1933/32, dated the 25th November, 1933.

Issues.

1—Is the suit bad for defect of party?

2—Are the defendants monthly tenants-at-will in respect of the premises in suit or have they Mokrari Mourashi right as alleged? Can they be ejected?

3—Was any notice to quit served upon the defendants? Is the said notice valid and sufficient? Has the defendants' tenancy been determined thereby?

4—Can the plaintiff get any damages? If so, how much?

5—Are the defendants entitled to get any compensation?

Findings.

Issue No. 1.—It appears that the original tenants of the premises were two persons Khoda Bux and his wife Bhundi Bewa. Defendant Zobeda is their daughter and defendant No. 2 Abdul Karim is her husband. The latter claims that he is not a tenant of the premises and as such not a necessary party to the suit and it is further contended that the son of Khoda Bux who is in occupation of the premises is also a necessary party. It appears, however, that in a written-statement filed in a previous suit for taxes between the parties in the Sealdah S. C. Court the defendant No. 1 admitted that she and her husband alone were the tenants of the premises and in occupation thereof and there is no evidence that the son of Khoda Bux ever paid rent to the plaintiff or was recorded as tenant in the plaintiff's papers or received rent receipts in his name. In the valuation statement of the Corporation of Calcutta also the name of Khoda Bux's son does not appear. I am not satisfied therefore that he is a necessary party or that the defendant No. 2 is not a necessary party. Khoda Bux's son has not come forward to claim the premises and the tenancy being a tenancy-at-will as I shall presently show there is no question of his having inherited the tenancy from his parents. After the death of Khoda Bux and Bhundi Bewa the present defendants were accepted as tenants and they have been in occupation since. The plaintiff, has therefore rightly sued them after giving them notice to quit.

Issue No. 2.—There is nothing to show that the defendants are Mokarari Mourashi tenants. There is not a scrap of paper filed by them. They claim that they paid rent annually at the rate of Rs. 2 but there is no evidence to that effect. Some rent receipts were produced but they were not proved and admittedly they were not received from the plaintiff. The previous rental according to the plaintiff's papers was 12as. and 9p. per mensem (Exts. 2 and 2a) and thereafter the rent is said to have been enhanced to Rs. 1-12-8

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but no evidence of collection of this rent is forthcoming. Anyhow the defendants have not proved any grant of Mokarari Mourashi right nor any other circumstance from which this grant can be inferred. They have structures on the land with pucca plinths or floors roofed with tiles or corrugated iron sheets. It has been claimed that the walls of some of the huts or rooms are also brick-built but even if that were so that would not show that the tenancy was permanent in the absence of any other circumstances. The Municipal rate for the premises is paid by the plaintiff as is proved by the bills produced. The lands are Bustee lands with structures usually found thereon and the rent is payable monthly. I have no doubt therefore that the tenancy of the defendants was a tenancy-at-will terminable by notice to quit. I decide this issue accordingly.

Defendants' Exhibit.

Ext. B(1)—Certified copy of judgment of the Addl. Munsiff Alipore in Title Suit No. 95/877 of 1933/32, dated the 25th November, 1933.

Issue No. 3.—The notice to quit was sent to the defendants by registered post but they refused to accept it. The peon who took the letter for delivery could not be produced as he is away on leave but his overseer was examined and he has proved from the Post Office record that this letter was made over to the said peon Maula Bux for delivery and that he returned it with the endorsement refused. The endorsement on the back of the cover bears, date 13th April, 1932 in the hand-writing of the said peon. I can presume therefore that the letter was tendered in the ordinary course of business to the defendants who were the addressees at 7, Ekbalpur Road and that they refused to accept it. The notice was signed by the plaintiff and called upon the defendants to pay enhanced rent at the rate of Rs. 14-4 per month with effect from the 1st of May and if they agreed to the same, to come to the plaintiff's office and settle the matter within two weeks from the date of receipt of the notice or in the alternative to vacate the land at the end of April 1932. According to the endorsement on the cover the notice must have been tendered to the defendants on or before 13th April, 1932 and so they had clear 15 days' notice, the premises being used for residential purpose, but they neither came and agreed to enhancement of rent nor vacated the premises as called upon. I find therefore that the notice was valid and sufficient and that the defendants' tenancy has been determined thereby. The plaintiff is therefore entitled to eject the defendants.

Issues Nos. 4 and 5.—No ground has been made out by the defendants for recovery of any compensation. They have been holding on very low rent and it is in evidence that the neighbouring lands fetch much higher rent and that the defendants themselves have let out premises to sub-tenants and have got a good income therefrom. But they made no approach to the plaintiff when higher rent was demanded. They have of course got several structures on the land but they are not irremovable. I am not satisfied from their conduct that they are entitled to get any compensation on equitable grounds. I do not however, grant any damages to the plaintiff as the defendants will have to incur some expense for removal of the structures.

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Defendants' Exhibit.

Ext. B(1)—Certified copy of judgment of the Addl. Munsiff, Alipore in Title Suit No. 95/377 of 1933/32, dated the 25th November, 1933.

The plaintiff will thus get a decree for Khas possession without damages. The defendants will be granted 3 months' time to remove their structures and give vacant possession to the plaintiff. In default the plaintiff will be entitled to get them removed and realise Rs. 25 as costs for removal from the defendants.

Order.

The suit is decreed in part with proportionate costs. The defendants be ejected from the premises in suit and the plaintiff do recover vacant possession of the same. The defendants are allowed 3 months' time to remove their structures from the premises. In the event of default the plaintiff will be entitled to get them removed and recover a sum of Rs. 25 from the defendants as costs therefor. The claim for damages is disallowed.

Sd. Panchkori Sarkar,

Munsiff.

25-11-33.

(Certified to be a true copy, etc.)

Ext. B(1).

T. S. 1 and 2 of 1934

for defendants 3 and 4

on 9-5-35.

N. B.,

3rd Addl. S. J.

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Ext. 14(a)—Certified copy of plaint in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Parganas.

Plaintiff's Exhibit.

Ext. 14(a)—Certified copy of plaint in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 30th January, 1934.

(Sub-Judge's 3rd Court,
24-Parganas.
Filed 30th Jan., 1934.)

Sd. Illegible.
By
Satish Ch. Ghosh,
Pl.

In the Court of the Third Subordinate Judge of 24-Parganas at Alipore.

T. S. No. 6 of 1934 (Declaratory).

Prince Syed Mirza Md. Said Ali, son of late Prince Kamar Kader Mirza Abed Ali Bahadur, residing at 123, Circular Garden Reach Road, Thana Watgunge, Kidderpore, 24-Parganas ... *Plaintiff,*

versus

1. Ajoy Krishna Sarkar, son of late Haris Ch. Sarkar, alleged executor to the estate of Shaheba Khatoon deceased residing at 38, Sankharitola East Lane, Calcutta, 2. Nawab Hasim Ali Khan, father's name unknown residing at Wazirgunge, Lucknow ... ... *Defendants.*

Suit for declaration of title to G. P. Notes valued at Rs. 3,734-15-4 pies being the surplus money deposited in T. S. No. 157 of 1921.

The abovenamed plaintiff states as follows:—

1. That Prince Kamar Kader Mirza Md. Abed Ali Bahadur who was the eldest son of the Ex.-King of Oudh died on the 30th January, 1919 leaving him surviving the plaintiff, his only son and one daughter Nawab Jinnat Ara Jainab Begum *alias* Juhi Begum since deceased and his widow Shah Begum Nawab Amin Begum Saheba also deceased. The said Jinnat

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Plaintiff's Exhibit.

Ext. 14(a)— Certified copy of plaint in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 30th January, 1934.

Ara Jainab Begum died in March, 1931 leaving the *proforma* defendant No. 2 as her husband and the plaintiff her brother the only heir under Mahommedan Law.

2. That the said Prince Kamar Kader was a political pensioner and used to get Rs. 4,000/- as his monthly pension and acquired various immovable properties in Kidderpore, Ballygunge, Garden Reach etc. and was also possessed of various valuable jewelleries and other movables and G. P. Notes of considerable value.

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3. That during the latter part of his life from about the latter part of the year 1914 a woman of low origin one Saheba Khatoon an adventuress came to the said Prince and began to live as a concubine in one of the houses of the said Prince.

4. That the Prince who was advanced in years and was suffering from paralysis and other ailments gradually fell a prey into the hands of the said Shaheba Khatoon who used to exercise much undue influence over him and gradually succeeded in estranging him from his wife and children and compelled him to live with her in 10 and 11 Garbari Lane at present 11, Rangalal Street.

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5. That during these years the Prince fell into large debts amounting to about a Lakh of rupees or so due to various persons and as he was enfeebled both in body and mind owing to age and illness the said Shaheba Khatoon used to manage through her servants and officers with the result that she tried to appropriate every thing for herself and never cared to pay off the debts incurred by the Prince.

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6. That the plaintiff's mother Nawab Shah Banu Amin Begum was much annoyed at the conduct of the said Shaheba Khatun and the Prince and also demanded the sum of Rupees Six Lakhs twenty five thousand on account of the prompt portion of her dower from him.

7. That the said Shaheba Khatoon set herself to usurping the control of the entire properties of the Prince and made him execute a lease of all his immovable properties in January, 1916 for a period of 5 years reserving a nominal rental of Rs. 1,000/- per month which lease was again substituted within a few months *i.e.* in July, 1916 by which the period was enhanced to 10 years and the rental was cut down to Rs. 500/- a month and when the said Prince executed a Wakfnama of his immovable properties and the said Shaheba Khatun had it mentioned in the Wakfnama that it was subject to her lease.

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8. That not being satisfied with the control of the immovable properties

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the said Shaheba Khatun managed to get hold of various jewelleries and other movable properties and also G. P. Notes to the face value of Rs. 1,58,200/- endorsed in her name without any consideration and misappropriated whatever cash the Prince had in his house.

Plaintiff's Exhibit.

Ext. 14(a)— Certified copy of plaint in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 30th January, 1934.

9. That Mrs. Remfry and Mr. Remfry creditors of the said Prince at first tried to realise their dues by executing their decrees but being unable to do so they filed a petition before the District Judge of Alipore for adjudicating the said Prince as insolvent in Insolvency Case No. 10 of 1918 and a Receiver was appointed to take charge of the properties of the said Prince. The said Prince was adjudged insolvent in the said insolvency case from which order the said Prince appealed to the Hon'ble High Court.

10. That when the insolvent's appeal was pending in the Hon'ble High Court the Prince finding that there was no way out to save his prestige sought for a compromise with his creditors which was settled and the Prince surrendered some G. P. Notes one standing to the face value of Rs. 1,00,000/- and others standing to the face value of Rs. 58,200/- for payment to his creditors which the District Judge accepted and the adjudication order was cancelled.

11. That the G. P. Notes mentioned in the Schedule of this plaint to the face value of Rs. 58,200/- were made over to Mr. Remfry and Mrs. Remfry executor (?) to the Estate of H. H. Remfry, Solicitor who were authorised to sell them and pay themselves in full of their debts who did so accordingly and deposited the surplus in their hands *viz.*, Rs. 3,734-15-4 pies in this Court in Interpleader Suit No. 157 of 1921 and prayed for their discharge and further prayed that the money might be made over to the rightful heirs of the Prince after a decision from the Court.

12. That on the death of the said Prince his widow the said Shah Banu Nawab Amin Begum Saheba brought a suit being T. S. No. 158 of 1920 for administration of the said Estate of the said Prince and for the reliefs in which suit all persons who were interested in the Estate of the said Prince were joined as defendants.

13. That during the continuance of that suit *i.e.* T. S. 158 of 1920 the Interpleader suit brought by Mr. and Mrs. Remfry came up for hearing and it was agreed between the parties that the question of title with respect to the G. P. Notes in suit might be decided in the T. S. No. 158 of 1920 and the result was that the Interpleader suit was dismissed on 21st February, 1922.

14. That later on the said Nawab Amin Begum made up her differences with the plaintiff and withdrew from the T. S. No. 158 of 1920 but which was

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Plaintiff's Exhibit.

Ext. 14(a)—Certified copy of plaint in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 30th January, 1934.

continued by one Haji Alla Bux who got himself substituted in her place as her mortgagee and his claims were also satisfied amicably with the result that T. S. No. 158 of 1920 was dismissed in 1927 for non-prosecution by Nawab Amir Begum and for satisfaction of Haji Alla Bux's claim as mortgagee the result of which was that the title of the various claimants in the G. P. Notes was left undecided.

15. That in the meantime the Corporation of Calcutta who had obtained a decree against the Estate of the said Prince Kamar Kader attached a portion of the surplus sum which was deposited in the Interpleader suit and withdrew the same.

16. That the said Shaheba Khatoon then filed an application in the said Interpleader suit praying for a refund by the Calcutta Corporation of the money taken out by them and that she might be given the entire money as the G. P. Notes belonged to her.

17. That the plaintiff thereupon filed a petition of objection as regards the claim of the said Shaheba Khatoon and claimed that the money might be given to him as heir of the said Prince Kamar Kader Bahadur.

18. That this Court by its order dated 20th June, 1930 held that Shaheba Khatoon was not entitled to get the money without proving her title to the same and that the Corporation was not justified in attaching the money and directed the Corporation to refund the same.

19. That thereupon the Corporation of Calcutta moved the Hon'ble High Court to set aside the said order which motion was lost and the Corporation refunded the amount to the credit of the Court.

20. That the plaintiff has been informed that there was another motion by Shaheba Khatoon against the order in Civil Rule No. 1041 of 1930 which was also rejected and an observation was made by the Hon'ble Judge of High Court that the question of title to the money might be decided by this Court at an early date.

21. That the matter came up for hearing on 28th September, 1932 in this Court when an order was passed that a Mis. case might be started and the parties if so advised might bring a title suit with respect to the said surplus money in this Court wherein the title might be enquired.

22. That the plaintiff having been attacked with paralysis for the last two years could not bring a title suit earlier and the matter is still remaining undecided and therefore the plaintiff is seeking redress in this Court.

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23. That the plaintiff submits that the said Shaheba Khatoon was never the owner of the said G. P. Notes and that the same belonged to the Prince Kamar Kader Mirza Bahadur and the endorsement made by him in her favour was brought about fraudulently and by the exercise of undue influence by the said Shaheba Khatoon over the said Prince Kamar Kader Bahadur who was then enfeebled both physically and mentally by old age and various ailments and the plaintiff submits that she never acquired any title to the said G. P. Notes by virtue of that endorsement and the same continued to be a part of the estate of the said Prince.

Plaintiff's Exhibit.

Ext. 14(a)—Certified copy of plaint in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 30th January, 1934.

24. That the plaintiff further submits that the said Shaheba Khatoon with a view to defraud the creditors of the said Prince and with a view to make a wrongful gain herself might have brought about the endorsement which was merely a collusive Benami affair which could not confer any title to her.

25. That the present defendant No. 1 is in no way related to the said Shaheba Khatoon and the plaintiff believes that on the death of the said Shaheba Khatoon the present defendant No. 1 in order to enrich himself is falsely alleging that the said Shaheba Khatoon has left a Will in his favour and that he is the executor to the estate of Shaheba Khatoon.

26. That the plaintiff believes that the Will set up by the said defendant No. 1 is a gross piece of forgery and that the same was never a validly executed Will of the said Shaheba Khatoon and is a purely void document which cannot confer any title upon the defendant No. 1 to the Estate of Shaheba Khatoon a Mahomedan woman having other legal heirs or to the surplus money the subject matter of this suit.

27. That the plaintiff submits that the defendant No. 1 having no title either to the said G. P. Notes or to the estate, if any, left by the said Shaheba Khatoon under the alleged Will, a declaration to that effect has become necessary and the plaintiff therefore seeks recourse to Court.

28. That defendant No. 2 being the husband of the late Jinnat Ara Jainab Begum is made a party thereto, and the plaintiff being the only son of the late Prince is entitled to 2/3rd share as such and to a 1/4th share of Nawab Jinnat Ara Jainab Begum as heir.

29. That the cause of action of this suit arose on 30th June, 1930 at Kidderpore, Thana Watgunge within the jurisdiction of this Court.

The plaintiff therefore prays :—

(a)—That the declaration be made in favour of the plaintiff that the G. P. Notes mentioned in schedule given below belonged

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Plaintiff's Exhibit.

Ext. 14(a)—Certified copy of plaint in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 30th January, 1934.

to Prince Kamar Kader Bahadur and the surplus money now in Court in T. S. No. 157 of 1921 form a part of the estate of Prince Kamar Kader.

(b)—That a declaration be made that the defendant No. 1 has got no title whatsoever to the said G. P. Notes or to the said surplus money.

(c)—That a decree for costs be passed against defendant No. 1 in favour of the plaintiff.

(d)—That the plaintiff may be given any relief to which he is entitled under law and equity.

Schedule.

The sum of Rupees 3734-15-4 pies being the surplus deposited by the plaintiff in T. S. No. 157/21 being the surplus left after satisfying the plaintiff's claim from the sale of G. P. Notes Nos. 28944, 28904, 28084, of 1865 and No. 177599 of 1854 and 55 to the face value of Rs. 58200. For the purpose of jurisdiction the suit is valued at Rs. 3734-15-4 and for the purpose of Court-fee Rs. 20 is paid for declaration.

Verification.

I, Mirza Md. Said Ali, declare that the statements contained in paras 1 to 3, 5, 6, 8, 9, 10 to 19, 21, 28 (in ?) the plaint are true to my knowledge and those in paras 4, 7, 20, 22 to 27, 29 are true to my information and belief. I sign this verification at my house at 123, Circular Garden Reach Road, Kidderpore at 10 A. M. on the 29th January, 1934.

Sd. (illegible).

(Certified to be a true copy etc.)

Ext. 14(a).
T. S. 1 and 2 of 1934
for plaintiff No. 2
on 18-5-35.
N. B.,
3rd Addl. S. Judge.

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Ext. X (a)—Certified copy of endorsement on the back of the Vakalatnamah executed by Prince Mirza Md. Sayed Ali Bahadur in favour of Mr. Satish Chandra Ghose and Mr. Bimal Chandra Ganguli, pleaders in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Parganas.

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District 24-Parganas.

In the 3rd Court of the Subordinate Judge, 24-Parganas.

T. S. 6 of 1934.

Vakalatnamah.

20 Received the Vakalatnamah from Munshi Mokram Ali, agent of the executant and am satisfied that he has authority to deliver it to me and accepted.

Sd. Satis Ch. Ghose.

30-1-34.

Accepted.

Sd. Bimal Chandra Ganguli,

Pleader.

30 30-1-34.

(Certified to be a true copy etc.)

Ext. X(a) (original proved).

T. S. 1 and 2 of 1934
for plaintiffs 1 and 1(a)
40 on 20-5-35.

N. B.,

3rd Addl. S. J.

Plaintiff's Exhibit.

Ext. X(a)—Certified copy of Endorsement on the back of the Vakalatnamah executed by Prince Mirza Md. Sayed Ali Bahadur in favour of Mr. Satis Chandra Ghose and Mr. Bimal Chandra Ganguli, pleaders, in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Parganas, dated the 30th January, 1934.

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Ext. VIII—Copy of plaint in (Title Suit No. 6 of 1934) of the 3rd Court of the Subordinate Judge, 24-Parganas [with Ext. VIII(a)—Signature of Mr. B. C. Ganguli, Pl.]

Plaintiff's Exhibit.

Ext. VIII—Copy of plaint (in Title Suit No. 6 of 1934) of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 7th March, 1934 [with Ext. VIII(a)—Signature of Mr. B. C. Ganguli, Pleader].

In the Court of the Third Subordinate Judge of 24-Perganas at Alipore.

T. S. No.—of 1934.

Prince Syed Mirza Md. Said Ali, son of late Prince Kamar Kader Bahadur, 123 Circular Garden Reach Road, Kidderpore ... ... *Plaintiff,*

versus

1. Ajoy Krishna Sarkar, Executor to the Estate of Shaheba Khatoon, deceased, 38 Sankharitola East Lane, Calcutta.

2. Nawab Hasain (?) Ali Khan ... ... *Defendants.*

Suit for declaration of title to G. P. Notes valued at Rs. 3734-15-4 pies being the surplus deposited in P. S. No. 157/21 of this Court.

The abovenamed plaintiff states as follows :—

1. That Prince Kamar Kader Mirza Md. Abedali Bahadur who was the son of the Ex-King of Oudh died on the 30th January 1919 leaving him surviving the plaintiff, his only son and one daughter Nawab Jinnat Ara Begum *alias* Juhi Begum since deceased and his widow Shah Begum Nawab Amin Begum Saheba also deceased. The said Jinnat Ara Jainab Begum died in March 1931 leaving the *proforma* defendant No. 2 as her husband and the plaintiff her brother the only heir under Mahomedan Law.

2. That the said Prince Kamar Kader Bahadur was a political pensioner and used to get Rs. 4,000 as his monthly pension and acquired various immovable properties in Kidderpore, Ballygunge, Garden Reach etc. and was also possessed of varions valuable jewelleries and other movables and G. P. Notes of considerable value.

3. That during the latter part of his life from about the latter part of

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Plaintiff's Exhibit.

Ext. VIII—Copy of plaint (in Title Suit No. 6 of 1934) of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 7th March, 1934 [with Ext. VIII(a)—Signature of Mr. B. C. Ganguli, Pleader].

the year 1914 a woman of low origin one Saheba Khatoon an adventuress came to the said Prince and began to live as a concubine in one of the houses of the said Prince.

4. That the Prince who was advanced in years and suffering from paralysis and other ailments gradually fell a prey into the hands of the said Shaheba Khatoon who used to exercise much undue influence over him and gradually succeeded in estranging him from his wife and children and compelled him to live with her in 10 and 11 Garbari Lane at present 11 Rangalal Street.

5. That during these years the Prince fell into large debts amounting to about a lakh of rupees or so due to various persons and he was enfeebled both in body and mind owing to age and illness the said Shaheba Khatoon used to manage through her servants and officers with the result that she tried to appropriate every thing for herself and never cared to pay off the debts incurred by the Prince.

6. That the plaintiff's mother Nawab Shah Banu Amir Begm was much annoyed at the conduct of the said Shaheba Khatoon and the Prince and also demanded the sum of Rupees six lakhs twenty-five thousand on account of the prompt portion of her dower from him.

7. That the said Shaheba Khatoon set herself to usurping the control of the entrie properties of the Prince and made him execute a lease of all his immovable properties in January 1916 for a period of five years reserving a nominal rental of Rs. 1,000 per month which lease was again substituted within a few months *i. e.* in July 1916 by which the period was enhanced to 10 years and the rental was cut down to Rs. 500 a month and when the said Prince executed a Wakfnama of his immovable properties the said Shaheba Khatoon had it mentioned in the Wakfnama that it was subject to her lease.

8. That not being satisfied with the control of the immovable properties the said Shaheba Khatoon managed to get hold of various jewelleries and other moveable properties and also G. P. Notes to the face value of Rs. 1,58,200 endorsed in her name without any consideration and misappropriated whatever cash the Prince had in his house.

9. That Mr. Remfry and Mrs. Remfry cerditors of the said Prince at first tried to realise their dues by executing their decrees but being unable to do so they filed a petition before the District Judge of Alipore for adjudicating the said Prince as insolvent in Insolvency Case No. 10 of 1918 and a Receiver was appointed to take charge of the properties of the said Prince. The said

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Prince was adjudged insolvent in the said insolvency case from which order the said Prince appealed to the Hon'ble High Court.

Plaintiff's Exhibit.

Ext. VIII—Copy of plaint (in Title Suit No. 6 of 1934) of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 7th March, 1934 [with Ext. VIII(a)—Signature of Mr. B. C. Ganguli, Pleader].

10. That when the insolvent's appeal was pending in the Hon'ble High Court the Prince finding that there was no way out to save his prestige sought for a compromise with his creditors which was settled and the Prince surrendered some G. P. Notes one standing to the face value of Rs. 58,200 and the other to the face value of Rs. 1,00,000 for payment of his creditors which the District Judge accepted and the adjudication order was cancelled.

11. That the G. P. Notes mentioned in the Schedule of this plaint to the face value of Rs. 58,200 were made over to Mr. Remfry and Mrs. Remfry, Executor (?) to the Estate of H. H. Remfry, Solicitior who were authorised to sell them and pay themselves in full of their debts who did so accordingly and deposited the surplus in their hands *viz.* Rs. 3,734-15-4 pies in this Court in Interpleader Suit No. 157 of 1921 and prayed for their discharge and further prayed that the money might be made over to the rightful heirs of the Prince after a decision from the Court.

12. That on the death of the said Prince his widow the said Shah Banu Nawab Amin Begum Saheba brought a suit being T. S. No. 158 of 1920 for administration of the said Estate of the said Prince and for the reliefs in which suit all persons who were interested in the Estate of the said Prince were joined as defendants.

13. That during the continuance of that suit *i. e.* T. S. No. 158 of 1920 the interpleader suit brought by Mr. and Mrs. Remfry came up for hearing and it was agreed between the parties that the question of title with respect to the G. P. Notes in suit might be decided in the T. S. No. 158 of 1920 and the result was that the interpleader suit was dismissed on 21st February, 1922.

14. That later on the said Nawab Amin Begum made up her difference with the plaintiff and withdrew from the T. S. No. 158 of 1920 but which was continued by one Haji Alla Bux who got himself substituted in her place as her mortgagee and his claims were also satisfied amicably with the result that T. S. No. 158 of 1920 was dismissed in 1927 for non-prosecution by Nawab Amin Begum and for satisfaction of Haji Alla Bux's claim as mortgagee (?) the result of which was that the title of the various claimants in the G. P. Notes was left undecided.

15. That in the meantime the Corporation of Calcutta who had obtained a decree against the Estate of the said Prince Kamar Kader attached a portion of the surplus sum which was deposited in the interpleader suit and withdrew the same.

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Plaintiff's Exhibit.

Ext. VIII—Copy of plaint (in Title Suit No. 6 of 1934) of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 7th March, 1934 [with Ext. VIII(a)—Signature of Mr. B. C. Ganguli, Pleader].

16. That the said Shaheba Khatoon then filed an application in the said interpleader suit praying for a refund by the Calcutta Corporation of the money taken out by them and that she might be given the entire money as the G. P. Notes belonged to her.

17. That the plaintiff thereupon filed a petition of objection as regards the claim of the said Shaheba Khatoon and claimed that the money might be given to him as heir of the said Prince Kamar Kader Bahadur.

18. That this Court by its order dated 20th June 1930 held that Shaheba Khatoon was not entitled to get the money without proving her title to the same and that the Corporation was not justified in attaching the money and directed the Corporation to refund the same.

19. That thereupon the Corporation of Calcutta moved the Hon'ble High Court to set aside the said order which motion was lost and Corporation refunded the amount to the credit of the Court.

20. That the plaintiff has been informed that there was another motive by Shaheba Khatoon against the order in Civil Rule No. 1041 of 1930 which was also rejected and an observation was made by the Hon'ble Judge of High Court that the question of title to the money might be decided by this Court at an early date.

21. That the matter came up for hearing on 28th September 1932 in this Court when an order was passed that a Misc. case might be started and the parties if so advised might bring a title suit with respect to the said surplus money in this Court wherein the title might be enquired.

22. That the plaintiff having been attacked with paralysis for the last two years could not bring a title suit earlier and the matter is still remaining undecided and therefore the plaintiff is seeking redress in this Court.

23. That the plaintiff submits that the said Shaheba Khatoon was never the owner of the said G. P. Notes and that the same belonged to the Prince Kamar Kader Mirza Bahadur and the endorsement made by him in her favour was brought about fraudulently and by the exercise of undue influence by the said Shaheba Khatoon over the said Prince Kamar Kader Bahadur who was then enfeebled both physically and mentally by old age and various ailments and the plaintiff submits that she never acquired any title to the said G. P. Notes by virtue of that endorsement and the same continued (?) to be a part of the Estate of the said Prince.

24. That the plaintiff further submits that the said Shaheba Khatoon with a view to defraud the creditors of the said Prince and with a view to

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make a wrongful gain herself might have brought about the endorsement which was merely a collusive(?) Benami affair which could not confer any title to her.

Plaintiff's Exhibit.

Ext. VIII—Copy of plaint (in Title Suit No. 6 of 1934) of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 7th March, 1934 [with Ext. VIII(a)—Signature of Mr. B. C. Ganguli, Pleader].

25. That the present defendant No. 1 is in no way related to the said Shaheba Khatoon and the plaintiff believes that on the death of the said Shaheba Khatoon the present defendant No. 1 in order to enrich himself is falsely alleging that the said Shaheba Khatoon has left a Will in his favour and that he is the executor to the estate of Shaheba Khatoon.

26. That the plaintiff believes that the Will set up the said defendant No. 1 is a gross piece of forger and that the same was never a validly executed Will of the said Shaheba Khatoon and is a purely void document which cannot confer any title upon the defendant No. 1 to the Estate of Shaheba Khatoon a Mahomedan woman having other legal heirs or to the surplus money the subject matter of the suit.

27. That the plaintiff submits that the defendant No. 1 having no title either to the said G. P. Notes or to the estate of any left by the said Shaheba Khatoon under the alleged Will a declaration to that effect has become necessary and the plaintiff therefore seeks recourse to Court.

28. That defendant No. 2 being the husband of the late Jinnat Ara Jainab Begum is made a party thereto, and the plaintiff being the only son of the late Prince is entitled to $\frac{2}{3}$rd share as such and to a $\frac{1}{4}$th share of Nawab Jinnat Ara Begum as heir.

29. That the cause of action of this suit arose on 30th June, 1930 at Kidderpore, Thana Watgunge within the jurisdiction of this Court.

The plaintiff therefore prays :—

(a)—That the declaration may be made in favour of the plaintiff that the G. P. Notes mentioned in schedule given below belonged to Prince Kamar Kader Bahadur and this surplus money now in Court in T. S. No. 157 of 1921 form a part of the Estate of Prince Kamar Kader.

(b)—That a declaration be made that the defendant No. 1 has got no title whatsoever to the said G. P. Notes or to the said surplus money.

(c)—That a decree for costs be passed against defendant No. 1 in favour of the plaintiff.

(d)—That the plaintiff may be given any relief to which he is entitled under law and equity.

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Schedule.

Plaintiff's Exhibit.

Ext. VIII—Copy of plaint (in Title Suit No. 6 of 1934) of the 3rd Court of the Subordinate Judge, 24-Parganas, filed on the 7th March, 1934 [with Ext. VIII(a)—Signature of Mr. B. C. Ganguli, Pleader].

The sum of Rupees 3734-15-4 pies being the surplus deposited by the plaintiff in T. S. No. 157 of 1921 being the surpuls left after satisfying the plaintiff's claim from the sale of G. P. Notes Nos. 28944, 28904, 28084, of 1865 and No. 177599 of 1854 and 55 of the face value of Rs. 58,200.

For the purpose of jurisdiction the suit is valued at Rs. 3734/15/4 and for the purpose of Court-fee Rs. 20 is paid for declaration.

Verification.

I, Mirza Md. Said Ali, declare that the statements contained in para —— of the plaint are true to my knowledge and those in paras——are true to my information and belief. I sign this verification at my house at 123 Circular Garden Reach Road, Kidderpore at 10 A. M. on the 29th January 1934.

(Copy).
[B. C. Ganguli,
Pl.
Ext. VIII(a) (S. O.)
T. S. 1 and 2 of 1934
for plaintiffs 1 and 1(a)
on 16-5-35.

3rd Addl. S. J.]

Ext. VIII (S. O.)

T. S. 1 and 2 of 1934
for plaintiffs 1 and 1(a)
on 10-5-35.

N. B. Banerji,

3rd Addl. S. J.

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Ext. VII—Summons to Nawab Hashim Ali Khan in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas.

Plaintiff's Exhibit.

Ext. VII—Summons to Nawab Hashim Ali Khan in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, dated the 8th March, 1934.

Summons for settlement Issues.

(Order 5, Rules 1 and 5, Code of Civil Procedure).

District 24-Parganas.

In the 3rd Court of the Sub-Judge at Alipore.

Title Suit No. 6 of 1934.

To

Nawab Hashim Ali Khan of 8, Pilkhana Wazirgunge, Lucknow,

Dist. Lucknow.

Whereas Prince Mirza Mahammad Syed Ali Buhadur of 123, Circular Garden Reach Road, P. S. Watgunge, 24-Perganas has instituted a suit against you for declaration of the title to Rs. 3,734-15-4 pies you are hereby summoned to appear in this Court in person, or by a pleader duly instructed, and able to answer all material questions relating to the suit or who shall be accompanied by some person able to answer all such questions, on the 5th day of April, 1934 at 11 o'clock in the noon, to answer the claim; and you are directed to produce on that day all the documents upon which you intend to rely in support of your defence.

Take notice that, in default of your appearance on the day before mentioned, the suit will be heard and determined in your absence.

Given under my hand and the seal of the Court, this 8th day of March, 1934.

By order of the Court.

(Illegible),

Sheristadar,

3rd Sub-Judge's Court, Alipore.

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Plaintiff's Exhibit.

Ext. VII—Summons to Nawab Hashim Ali Khan in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, dated the 8th March, 1934.

(On back).

Served on 15th March, 1934

at 7 A. M.

Ext. VII (S. O.)

T. S. 1 and 2 of 1934

for plaintiffs 1 and 1(a)

on 10-5-35.

N. B. Banerji,

3rd Addl. S. J.

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Ext. X—Vakalatnama executed by Zahanara Jafri Begum and another in favour of Mr. Jitendra Kumar Chowdhury, pleader in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas.
(Certified copy).

Plaintiff's Exhibit.

Ext. X—Vakalatnamah executed by Zahanara Jafri Begum and another in favour of Mr. Jitendra Kumar Chowdhury pleader in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 8th March, 1935. (Certified copy).

(Sub-Judge, 3rd Court.

Filed

8th March, 1935.

24-Perganas, Alipore).

Sd. Yusuf Mirza,

Constituted Attorney for

Jahan Ara Jafri Begum

And

Kishwar Ara Sadeque Begum.

In the Court of the Third Subordinate Judge at Alipore.

T. S. No. 6 of 1934.

Plaintiff :— Sri Mirza Mahammad Sayedali.

Defendants :— Sri Ajay Krishna Sarkar and others.

This Vakalatna is executed by (1). Zahanara Jafri Begum, (2). Kishwara Sadeque Begum, of 123, Circular Garden Reach Road, P. S. Watgunj, at present residing at 94, Ripon Street, to the effect following :—

We hereby engage the under-mentioned pleaders to file petitions on our behalf in the above suit, draw up pleadings, make Tadbir, file petitions for all sorts of works on signing our names in Bakalam (by their pen) and search the records of the suit after its disposal, and to appoint arbitrators with our consent, make compromise of the suit, withdraw from the suit, withdraw the suit with liberty to bring a fresh suit, and confess judgment, and to put in monies and documents, take back documents filed by us, on giving receipts under their own signatures, receive any from the Court or the debtor any money due to us or any refund of Court-fees, on signing their names in the voucher, and take cheques and payment orders in their own names, and to file application for execution of decree or make auction-purchase on our behalf, and to apply for delivery of possession of the property purchased, and to grant receipt after taking delivery of possession, and to deposit poundage-fee and custody-fee or take refund of the same, and to withdraw money deposited in our names, after full satisfaction of the decree and final disposal of the Execu-

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Plaintiff's Exhibit.

Ext. X— Vakalatnamah executed by Zahanara Jafri Begum and another in favour of Mr. Jitendra Kumar Chowdhury pleader in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 8th March, 1935. (Certified copy).

tion case or during the pendency of Execution proceedings, or to receive in respect of that money payment order in their own names, and to deposit on our behalf decretal amount, and to search the records after the disposal of the case. Whatever acts they or any of them shall in virtue of the aforesaid power do on our behalf after appearing in Court, in this suit or in the proceedings arising out of the same, *viz.*, execution of decree, review of judgment, restoration of the suit to its original number, and miscellaneous case, are ratified and accepted by us as acts done by ourselves. To this effect we execute this Vakalatnama. Finis. 8th March, 1935.

Name of Pleader :—

Jitendra Kumar Chowdhury.

Received from the executant direct, satisfied and accepted.

Sd. Jitendra Kumar Chowdhury,

Pleader.

8-3-35.

Ext. X.

T. S. 1 and 2 of 1934

for plaintiffs 1 and 1(a)

on 20-5-35.

(Sd.) N. Banerjee,

3rd Addl. Sub-Judge.

(Certified to be a true copy etc.)

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Ext. IX—Petition on behalf of Jahanara Jafri Begum and another in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas.
(Certified copy).

Plaintiff's Exhibit.

Ext. IX—Petition on behalf of Jahanara Jafri Begum and another in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 8th March, 1935. (Certified copy).

(Sub-Judge's 3rd Court.
Filed
8 Mar. 1935.
Alipore
24-Perganas).

Sd. Ashutosh Ghosh, Pleader
for
Ajoy Krishna Sircar.
Yusuf Mirza,
constituted Attorney for
Jahanara Jafri Begum
And
Kishwar Ara Sadeque Begum
Filed by
Sd. Jitendra Kumar Chowdhury,
Pl.
For
Jahanara Jafri Begum
And
Kishwar Ara Sadeque, plaintiffs.

Title Suit No. 6 of 1934.

In the Court of the 3rd Subordinate Judge, 24-Parganas at Alipore.

Mirza Md. Saidali ... ... *Plaintiff,*

versus

Ajoy Krishna Sircar and others ... ... *Defendants.*

The humble petition of Jahan Ara Jafri Begum and Kishwar Ara Sadeque Begum, daughters and heiresses of the plaintiff and the defendant Ajoy Krishna Sircar,

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Plaintiff's Exhibit.

Ext. IX—Petition on behalf of Jahanara Jafri Begum and another in Title Suit No. 6 of 1934 of the 3rd Court of the Subordinate Judge, 24-Perganas, filed on the 8th March, 1935. (Certified copy).

Most respectfully sheweth :—

1. That your petitioner's daughters and heiresses of the plaintiff filed the said suit under misapprehension of facts.

2. That your petitioners have examined the records and papers from Babu Ajoy Krishna Sircar and are satisfied that they have no chance of success in the same besides the said suit has already abated long ago.

3. That it is therefore unnecessary to spend money for nothing.

4. That the other petitioner Ajoy Krishna Sircar has agreed that he will not ask for the costs of the suit.

Under the circumstances your petitioner prays that the said suit be dismissed without costs to the defendant Ajoy Krishna Sircar or pass such necessary order, as your honour thinks fit.

And your petitioner as in duty bound shall ever pray.

Date, Alipore,

The 8th March, 1935.

Ext. IX.

T. S. 1 and 2 of 1934

for plaintiffs 1 and 1(a)

on 20-5-35.

Sd. N. Banerji,

3rd Addl. S. J.

(Certified to be a true copy &c.)

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APPENDIX.

APPEAL FROM ORIGINAL DECREE

No. 25 of 1936.

MAHMUDA BIBI *alias* MOHENUDA BIBI (*One of the plaintiffs*) *Appellant,*

versus

IFFAT ARA HAMIDI BEGUM AND OTHERS (*Defendants and the other plaintiffs*) ... ... *Respondents.*

Order of the Registrar, High Court, Appellate Side, dated the 24th June, 1938.

Read an unstamped application filed on 20th June, 1938 and heard learned Advocates.

Let the unexhibited documents be printed as an appendix at the applicant's cost, subject to the question of their admissibility being determined at the hearing of the appeal.

Let this order form part of the paper-book.

The 24th June, 1938.

R. F. Lodge,
Registrar, High Court,
Appellate Side.

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Unexhibited documents printed under Registrar's Order, dated the 24th June, 1938.

No. 1.

Rent receipt, dated the 22nd September, 1917.

(Torn) 027
(Filed 2-5-35).

Fattu Bewa.
October to December 16
Rs. 3-2-3.

Estate of

Prince Qamar Qadar Mirza Muhammad Abed Ali Bahadur.
Sole lessee Sahiba Khatun Saheba.

Amount paid and realized—Rs. 3-2-3.

Through—

Tenant of Premises Nos. 3 and 4 Ekbalpore Road—
Fattu Bewa.

Rent for the month—

Municipal tax for October to December, 1916.

Total amount realized—Rs. 3-2-3.

Dated 22nd September, 1917.

10 and 11, Garbari Lane,
Kidderpore, Calcutta } Sahiba Khatun Saheba.
(Illegible).

In the margin

Qamar Qader Mirza Muhammad Abed Ali Bahadur,
Sole lessee Sahiba Khatun Sahib.

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No. 2.

Rent receipt, dated the 20th April, 1918.

(Filed 25-5-35).

Fattu Bewa.

No. 1435.

October to December, 1917.

Rs. 3-2-3.

Estate of

Prince Qamar Qader Mirza Muhammad Abed Ali Bahadur,
Sole lessee Sahib Khatun Saheba.

Amount paid and realized—Rs. 3-2-3.

Through—

Tenant of premises Nos. 3 and 4 Ekbalpore Road—
Fattu Bewa.

Rent for the month—

Municipal tax for the months of October to December, 1917.

Total amount realized—Rs. 3-2-3.

Dated 20th April, 1918.

10 and 11, Garbari Lane, Kidderpore, Calcutta } Sahiba Khatun Saheba.
(Illegible).

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No. 3.

Rent receipt, dated the 21st April, 1918.

No. 1444.

(Filed 26-6-35).

Fattu Bewa

January to March, 1918

Rs. 3-2-3.

Estate of

Prince Qamar Qader Mirza Muhammad Abed Ali Bahadur,

Sole lessee Sahib Khatun Saheba.

Amount paid and realized—Rs. 3-2-3.

Through—

Tenant of premises Nos. 3 and 4 Ekbalpore Road—Fattu Bewa.

Rent for the month—

Municipal tax for the months of January to March, 1918.

Total amount realized—Rs. 3-2-3.

Dated 21st April, 1918.

10 and 11, Garbari Lane,
Kidderpore, Calcutta } Sahib Khatun Saheba.

In the margin

Qamar Qader Mirza Abed Ali Bahadur,
Sole lessee Sahib Khatun Saheba.

SRI JAGADGURU VISHWARADHYA
JNANA SIMHASAN JNANAMANDIR
LIB
Jangamwadi
ANASI
Acc 2280

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